



# Insurance Policy

## Sawasdee Thailand\*

**Sell through electronic channel (online)**

\*Sawasdee Thailand is the marketing name for  
Individual Inbound Travel Insurance Policy

# Table of contents

# Page

---

<b>Individual Inbound Travel Insurance Policy (Sell through electronic channel (online))</b>	
<b>Section 1 General Definitions</b>	1
<b>Section 2 General Terms and Conditions</b>	6
<b>Section 3 General Exclusions</b>	12
<b>Section 4 Insuring Agreement</b>	13
Loss of Life, Dismemberment, Loss of Sight, or Total Permanent Disability due to Accident (P.A.1)	14
Medical Expenses due to Injury and/or Sickness	18
Third Party Liability	22
Travel Delay	25
Baggage Delay	27
Loss or Damage of Baggage and and/or Personal Effects	29
<b>Summary of Terms, Conditions, Coverage, and Exclusions</b>	35

**Remark:** The English version is a translation of the original in Thai for information purpose only.  
In case of a discrepancy, the Thai original shall prevail.

**Individual Inbound Travel Insurance Policy  
(Sell Through Electronic Channel (Online))**

In reliance upon the statement made in the application for the Insurance Policy, which is considered a part of this Insurance Policy, and in consideration of the premium paid by the Insured, and subject to the general terms and conditions, insuring agreements, exclusions, and attached endorsements of this Insurance Policy, the Company agrees to the Insured as follows.

**Section 1 General Definitions**

Words or expressions to which specific meanings have been attached in any part of this Insurance Policy shall bear such specific meanings wherever they appear, unless otherwise stated in this Insurance Policy.

<b>Insurance Policy</b>	means	The policy schedule, general terms and conditions, insuring agreements, exclusions, attachments, application, endorsements, and the summary document of terms and conditions, coverages and exclusions according to this Insurance Policy, which are all regarded as being part of the insurance contract.
<b>Company</b>	means	AXA Insurance Public Company Limited.
<b>Insured</b>	means	The person named as the Insured in the policy schedule, which is the person who is covered under this Insurance Policy.
<b>Accident</b>	means	An event that occurs suddenly due to external factors, resulting in an outcome that is not intended or anticipated by the Insured.
<b>Injury</b>	means	Bodily Injury resulting directly from the Accident, separate and independent of all other causes.
<b>Sickness</b>	means	A symptom, abnormality, illness, or disease that occurs to the Insured unexpectedly, acutely, and independently of other causes after this Insurance Policy is in force.

<b>Deductible</b>	means	The first fixed amount that the Insured is responsible for paying according to the insuring agreements and/or endorsements (if any).
<b>Physician</b>	means	A person having obtained a degree in the Doctor of Medicine, who is registered with medical council and legally licensed to be the medical practitioner that can provide medical treatment or surgery within the territory.
<b>Nurse</b>	means	A person who has legally obtained the license to perform the nursing profession.
<b>Inpatient</b>	means	A person who requires medical treatments in Hospital or Medical Center continuously not less than 6 hours and is registered as an Inpatient based on the diagnosis and advice of the Physician in accordance with the Medical Standard and the suitable period for such Injury or Sickness, including the circumstance that being admitted as the Inpatient and die before 6 hours after hospitalized.
<b>Outpatient</b>	means	A person who requires medical treatments in the Outpatient department or emergency room of Hospital, Medical Center or Clinic, which there is no necessity according to the diagnosis and the indication of the Medical Standard to be admitted as the Inpatient.
<b>Hospital</b>	means	Any medical facility providing medical services that can provide overnight accommodations to its patient and also have facilities components and medical personnel sufficiently including full range of services arrangements, especially operating rooms for major surgeries, and duly permitted to register as the Hospital according to medical facilities law of such territory.

<b>Medical Center</b>	means	Any medical facility providing medical services that can provide overnight accommodations to its patient and duly permitted to register as the Medical Center according to medical facilities law of such territory.
<b>Clinic</b>	means	A modern medical facility duly permitted to provide medical treatments and diagnosis by the Physician which cannot provide overnight accommodations to its patient and duly permitted to register as the Clinic according to the related law of such territory.
<b>Medical Standard</b>	means	International rules or practices of modern medical services that provide the suitable treatment plan for the patient according to the Medical Necessity and correspond with the summary from the Injury and Sickness background, examination, autopsy result or others (if any).
<b>Medical Necessity</b>	means	<p>Medical services which meet the following conditions:</p> <ol style="list-style-type: none"> <li>1) To be accordance with the diagnosis and treatment for such Injury or Sickness of the patient.</li> <li>2) To be accordance with the indication of the Medical Standard.</li> <li>3) Not to be for the convenience of the patient or his/her family or treatment provider solely; and</li> <li>4) To be accordance with the suitable Medical Standard based on the Medical Necessity of such Injury or Sickness of the patient.</li> </ol>
<b>Customary and Reasonable Medical Charges</b>	means	Medical treatment cost and/or any reasonable expense upon comparing with service of the Hospital or Medical Center or Clinic charged to patient of the Hospital or

		Medical Center or Clinic where the Insured has received treatment.
<b>Pre-Existing Condition</b>	means	A disease (including complications), symptom or abnormality occurred to the Insured within 12 months before the start date of each Trip which is sufficiently significant that the Insured should have reasonably sought for a diagnosis, care or treatment, or a Physician should reasonably be able to provide diagnosis, care, or treatment.
<b>AIDS</b>	means	An acquired immune deficiency syndrome which is caused by AIDS virus infection and shall inclusively mean infection of opportunistic microorganisms, Malignant Neoplasm, or infection or any Sickness that blood tests represent positive results of HIV (Human Immune Deficiency Virus). Infection of opportunistic microorganisms includes but does not limit to Pneumocystis Carinii Pneumonia, Organism or Chronic Enteritis, Virus and/or Disseminated Fungi Infection, Malignant Neoplasm shall include but not limit to Kaposi's Sarcoma, Central Nervous System Lymphoma and/or other serious diseases presently known as the symptoms of Acquired Immune Deficiency Syndrome or reasons of sudden death, Sickness or disability. In this regard, AIDS shall include HIV (Human Immune Deficiency Virus), Encephalopathy Dementia, and virus spreading.
<b>Policy Year</b>	means	A period of one year from the commencement date or the subsequent annual anniversary thereafter.
<b>Airplane</b>	means	An Airplane of commercial airline which is legally licensed to carry passengers but not include helicopter.

<b>Fixed Route Transport</b>	means	Airplane, ferry, ocean liner, public train, and public bus which are legally licensed and operating the transport service for a fare and operate along a prescribed route according to a fixed schedule.
<b>Terrorism</b>	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in isolation or on behalf of or in connection with any organization or government for political, religious or ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.
<b>Strike</b>	means	Acts intentionally by strikers/protesters or employees who are prohibited to work in order to support the Strike, or oppose the prohibition, regardless of whether such action is a disturbance to public peace or not.
<b>Riot and Civil Commotion</b>	means	Acts by any person in concert with a group of others to disturb public peace, whether politically related or not, or actions by a large group of people joining together to cause unrest or create chaos that leads to an uprising against the government through violent force, threats of violence, or other actions intended to cause chaos in the country.
<b>Emergency Assistance Provider</b>	means	Company or juristic person or representative of the Emergency Assistance Provider that is authorized by the Company to provide emergency assistance and other services to the Insured while travelling as specified in the Insurance Policy.
<b>Insurance Fraud</b>	means	Fraudulent claim for benefits under the Insurance Policy or presenting false evidence for claim compensation including

intentionally causing Injury or Sickness in order to claim compensation.

## **Section 2 General Terms and Conditions**

### **2.1 Insurance Contract**

This insurance contract is executed based on reliance on the statements declared by the Insured in the application and any additional declarations (if any) duly signed by the Insured, as evidence of acceptance of this Insurance Policy according to the insurance contract. The Insurance Policy is thus issued by the Company as evidence.

In case of the Insured has already known but provided false statements in the declaration as mentioned in first paragraph, or already known any fact but concealed thereof, of which if it is known to the Company, it may motivate the Company to demand a higher premium or refuse to execute insurance contract. In this regard, this insurance contract shall become voidable pursuant to Section 865 of the Civil and Commercial Code, and the Company is entitled to terminate this insurance contract.

The Company cannot deny acceptance of responsibility except where there has been material misrepresentation in the aforementioned documents submitted by the applicant.

### **2.2 Completion and Alteration of Insurance Contract**

This Insurance Policy, together with insuring agreement and endorsement forms part of the insurance contract. Any alteration to this insurance contract shall be valid upon being consented by the Company and endorsed in this Insurance Policy or its endorsement.

### **2.3 Period of Insurance**

Period of insurance shall start and end according to below conditions:

#### **2.3.1 In case of a single trip policy.**

Coverage starts when the Insured arrives in Thailand or on the date as specified on the policy schedule, whichever occurs later, and continues until the Insured departs from Thailand or until the end date of the period of insurance as specified on the policy schedule, whichever occurs first.

In this regard, the arrival and departure from Thailand are marked when the Insured completes all immigration process.



### 2.3.2 In case of an annual trip policy.

To cover multiple trips, the coverage for each trip starts and ends as specified in section 2.3.1, subject to the maximum duration for each trip not exceeding ..... days (*Maximum 180 days*) or as specified on the policy schedule.

This Insurance Policy does not provide coverage for any trip that has already commenced before the start date of the Insurance Policy, unless the Insurance Policy is renewed during the Trip. Additionally, the trip duration shall not exceed the maximum duration per trip as mentioned above.

2.3.3 Irrespective of the conditions in section 2.3.1 and 2.3.2, the period of insurance shall not apply to the insuring agreement of Trip Cancellation Before Trip Starts (if any). The coverage period of this insuring agreement starts within ..... days (*Maximum 60 days*) before commencement date of the trip and end when trip starts.

2.3.4 During the period when the Insurance Policy is in force, if the Insured requires medical treatment in a Hospital or Medical Center and needs continuous treatment as an Inpatient, the Insurance Policy will extend coverage until the Insured is discharged from the Hospital or Medical Center.

## **2.4 Notification and Claims for Compensation**

The Insured, beneficiary or representative of the said person, as the case maybe, must inform the Company in case of Injury, Sickness, loss or damage that could cause the claiming for benefit under this Insurance Policy without delay. In case of death, notice must be reported to the Company immediately, unless it can be proved that there is reasonable explanation why the notice cannot be made in a timely manner and the notification is given to the Company as soon as possible.

For the claiming process, the Insured, beneficiary or representative of the said person is required to send the documents as state in insuring agreement and/or endorsement or any required document as deemed necessary to the Company within the period specified by the Company at their own expense.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

## **2.5 Medical Examination**

The Company has the right to require a medical examination and diagnosis records of the Insured as deemed necessary and entitled to perform autopsy, if necessary, by the expenses of the Company, and such autopsy is within the limit of law or religious doctrine.

In case the Insured, beneficiary, or representative of the said person, as the case maybe, does not allow the Company to review a medical examination and diagnosis records for process of claim consideration, the Company has the right to decline the claim for compensation from the Insured.

## **2.6 Compensation Payment**

The Company will pay compensation within 15 days commencing from the date the Company received complete and correct proof of loss or damage, Accident or Sickness as specify in the insuring agreement and/or endorsement and/or required document by the Company. Compensation for death will be paid to the beneficiary, while other compensation will be paid to the Insured.

In case it is doubtful that such above mentioned claim is not in compliance with the insuring agreement and/or endorsement in the Insurance Policy, the prescribed period may be extended as deemed necessary but shall not exceed 90 days commencing from the date the Company received complete documents.

If the Company is unable to complete compensation payment within the period mentioned above, the Company shall be responsible to pay 15% interest per annum of the payable amount commencing from the due date.

## **2.7 Premium Payment and Policy Cancellation**

2.7.1 The Insured must pay the premium promptly or prior to the start date of the Insurance Policy.

2.7.2 In case of a single trip policy, the Insured or the Company shall have the right to cancel the Insurance Policy according to the following conditions:

2.7.2.1 The Insured shall have right to cancel this Insurance Policy by giving a written notice to the Company within 7 days from the date of receiving the Insurance Policy from the Company or before the start date of the Insurance Policy, whichever is earlier, or if the Insured is not granted visa subject to evidence provided by embassy and the Insured notifies the Company prior to the start date of the Insurance Policy. In such case, the Insurance Policy will be considered null from the start date of the Insurance Policy as stated on the policy schedule, and the Company will not be liable for any Injuries, Sickness, losses, damages under this Insurance Policy. The Company shall

refund the entire premium received from the Insured as agreed, without any deductions.

2.7.2.2 The Insured shall not be entitled to cancel the Insurance Policy after the start date of the Insurance Policy, unless in the case where the Insured is refused entry to the country at immigration checkpoint due to visa on arrival or visa free refusal. In such cases, The Company shall refund the premium on a pro-rata basis from the date the Insured arrives to Thailand.

2.7.2.3 The Company shall have the right to cancel this Insurance Policy by giving written notice at least 15 days in advance by registered mail to the Insured's last known address. If the Company has clear evidence that the Insured has engaged in Insurance Fraud to receive benefits for themselves or others, the Company will not be liable for any claims arising from such actions.

In such cases, the Company shall refund the premium to the Insured, deducting the premium for the coverage period already provided on a pro-rata basis.

2.7.3 In case of annual trip policy, the Insured or the Company shall have the right to cancel the Insurance Policy according to the following conditions:

2.7.3.1 The Company shall have the right to cancel this Insurance Policy by giving written notice at least 15 days in advance by registered mail to the Insured's last known address. If the Company has clear evidence that the Insured has engaged in Insurance Fraud to receive benefits for themselves or others, the Company will not be liable for any claims arising from such actions.

In such cases, the Company shall refund the premium to the Insured, deducting the premium for the coverage period already provided on a pro-rata basis

2.7.3.2 The Insured shall have right to cancel this Insurance Policy by giving a written notice to the Company within 7 days from the date of receiving the Insurance Policy from the Company or before the start date of the Insurance Policy, whichever is earlier. In such case, the Insurance Policy will be considered null from the start date of the Insurance Policy as stated on the policy schedule, and the Company will not be liable for any Injuries, Sickness, losses, damages under this Insurance Policy. The Company shall refund the entire premium received from the Insured as agreed, without any deductions.

However, the cancellation of the Insurance Policy after the start date of Insurance Policy, the Insured shall have the right to cancel the Insurance Policy by giving written notice to the Company and shall be entitled to a refund of the premium after deducting the premium for the coverage period already provided, based on the short-term premium rates specified in the table below:

**The Schedule of Short-Term Premium Rate**

Period of Cover (Not over/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

2.7.3.3 Regardless of which party initiates the cancellation, the cancellation of this Insurance Policy must be for the entire policy only; partial cancellation of coverage during the Policy Year is not allowed. Furthermore, the Insured has no right to request a refund of the insurance premium if the Insurance Policy is canceled after a claim for compensation has been made.

## **2.8 Arbitration**

In case of dispute, contradictory, or any claim under the Insurance Policy between the person who is entitled to compensation and the Company. If the person who is entitled to compensation desired or finds it necessary to settle the dispute, contradictory or any claim by arbitration, the Company must conform and allow the case to be judged by arbitration according to the arbitration regulation governed by the Office of Insurance Commission (OIC).

## **2.9 Precedent Condition**

The Company shall not be liable to compensate under this Insurance Policy unless the Insured, the beneficiary, or their representative, as the case maybe, have fully and correctly complied with the insurance contract and condition of this Insurance Policy.

## **2.10 Fraudulent Claim**

If there are any claims filed with the fraudulent intention or present false document including any Injury or Sickness intentionally for the purpose of claim payment under this Insurance Policy, the Insured or the beneficiary, as the case maybe, will be forfeited all benefits under this Insurance Policy. All benefits claimed fraudulently and received by the Insured or the beneficiary, as the case maybe, must be paid back to the Company.

### **Section 3 General Exclusions**

**This Insurance Policy does not cover any loss or damage, due to, as a consequence of, causes by or occur at the time as follows (unless otherwise specified in the insuring agreement).**

- 3.1 Suicide or attempted suicide or self-inflicted Injury.**
- 3.2 War, invasion, act of foreign enemies or warlike whether declared or otherwise, or civil war, insurrection, rebellion, Riot, Strike, Civil Commotion, revolution, coup d'état, chaos from the uprising of citizens against government, martial law announcement or any incident causing the maintenance of martial law.**
- 3.3 Terrorism.**
- 3.4 Unlawful acts of the Insured, seizure, confiscation, deterioration, destruction by customs officer or other competent officers due to the Insured's violation of laws, rules, and regulations of the government of such territory.**
- 3.5 Nuclear weapon, radiation or radioactivity from any nuclear fuel or any nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion.**
- 3.6 Explosion of radioactivity or nuclear component or other hazardous material which may cause explosion in nuclear process.**
- 3.7 While the Insured is performing duty as a soldier, police, or a volunteer and participates in war, or warlike operation, or crime suppression.**
- 3.8 While the Insured is travelling in, to or through the territory which is declared by the Company as excluded territory or other as specified on policy schedule and endorsement (if any).**
- 3.9 While the Insured is at the oil rigs, offshore petroleum drilling platform or underground mining.**
- 3.10 The Deductible which the Insured is liable according to the insuring agreements and/or endorsements (if any).**

#### **Section 4 Insuring Agreement**

Subject to regulations, insuring agreement, exclusions, terms, conditions and attached endorsements of this Insurance Policy, and in compensation for the premium paid by the Insured, the Company agrees to provide coverage only specified in the insuring agreement and/or the endorsement which is attached with this Insurance Policy and sum Insured is as specified on the policy schedule only.

**Insuring Agreement**  
**Loss of Life, Dismemberment, Loss of Sight, or**  
**Total Permanent Disability due to Accident (P.A.1)**

**Specific Definitions**

<b>Dismemberment</b>	means	The loss of a body organ from the wrist joint or ankle joint shall include the total loss of usage of such organ, with clear medical indication that the organ will never be able to function at any time in the future.
<b>Loss of Sight</b>	means	Complete blindness, which is permanently incurable.
<b>Total Permanent Disability</b>	means	<p>Disability to the extent of being unable to perform the normal duties in the Insured's regular occupation or any other occupation totally and permanently, and such permanent disability prevent the Insured from performing 3 or more activities of daily living by himself/herself.</p> <p>Activities of Daily Living (ADL) refer to the ability to perform 6 types of daily self-care activities, which are used in healthcare to assess a patient. The Activities of Daily Living consist of:</p> <ol style="list-style-type: none"><li>1) The ability to move, meaning the ability to move from a chair to a bed without the help of other persons or equipment.</li><li>2) The ability to walk or move, meaning the ability to move from one room to another without the help of other persons or equipment.</li><li>3) The ability to dress, meaning the ability to put on and take off clothes without the help of other persons or equipment.</li><li>4) The ability to clean, meaning the ability to wash the body in a bath or</li></ol>



- shower, including the ability to get to and from the bathroom without the help of other persons or equipment.
- 5) The ability to eat food, meaning the ability to eat food without the help of other persons or equipment.
  - 6) The ability to excrete, meaning the ability to get to and from the toilet, using it appropriately, and cleaning oneself without the help of other persons or equipment.

### **Coverage**

This Insurance Policy covers the Insured in the event that the Insured sustains a bodily Injury from Accident during the period of insurance. If such an Accident leads to loss of life, Dismemberment, Loss of Sight, or Total Permanent Disability of the Insured within 180 days commencing from the date of the Accident or the Injury causes the Insured to receive medical treatment as an Inpatient in a Hospital or Medical Center and subsequently die, the Company will compensate in accordance with the schedule as follows:

100% of the sum insured	For loss of life.
100% of the sum insured	For Total Permanent Disability if the Insured receives medical treatment for not less than 12 consecutive months from the date of the Accident or there is a clear medical indication that the Insured suffers from Total Permanent Disability.
100% of the sum insured	For loss of both hands from the wrist joint, both feet from the ankle joint, or Loss of Sight in both eyes.
100% of the sum insured	For loss of one hand from the wrist joint and one foot from the ankle joint.
100% of the sum insured	For loss of one hand from the wrist joint and Loss of Sight in one eye.
100% of the sum insured	For loss of one foot from the ankle joint and Loss of Sight in one eye.
60% of the sum insured	For loss of one hand from the wrist joint.
60% of the sum insured	For loss of one foot from the ankle joint.
60% of the sum insured	For Loss of Sight in one eye.

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

Throughout the insurance period, the Company shall compensate the consequences that result from this insuring agreement in aggregate, not exceeding the sum insured stated in the policy schedule. If the Company has not paid up to the maximum amount of sum insured, the remaining benefit is still valid until the expiry of the period of insurance

**Specific Terms and Conditions (Only apply to Insuring Agreement: Loss of Life, Dismemberment, Loss of Sight, or Total Permanent Disability due to Accident (P.A.1))**

**Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, commencing from the date of death of the Insured or the date the Physician diagnoses the Insured with Dismemberment, Loss of Sight, or Total Permanent Disability, in order to claim compensation, at their own expense.

**1. Claiming for Dismemberment, Loss of Sight, or Total Permanent Disability**

- 1.1. The Company's claim form.
- 1.2. Medical certificate confirming Dismemberment, Loss of Sight, or Total Permanent Disability.
- 1.3. Copy of the Insured's passport and/or any travel evidence.

**2. Claiming for loss of life**

- 2.1. The Company's claim form.
- 2.2. Death certificate and/or medical certificate.
- 2.3. Copy of autopsy report.
- 2.4. Copy of daily police report.
- 2.5. Copy of ID card and house registration with the stamp as "Death" of the Insured.
- 2.6. Copy of ID card and a copy of the beneficiary's house registration.
- 2.7. Copy of the Insured's passport and/or any travel evidence.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

**Specific Exclusions (Only apply to Insuring Agreement: Loss of Life, Dismemberment, Loss of Sight, or Total Permanent Disability due to Accident (P.A.1))**

**The Insurance Policy will not cover Injury or any loss or damage arising from, or as a consequence of, the following causes:**

- 1. Any action of the Insured while under one of the following conditions:**
  - 1) While under the influence of addictive drugs or narcotic drugs to the point of being unable to maintain consciousness, or**
  - 2) While under the influence of alcohol with an alcohol level in the body at the time of testing equivalent to a blood alcohol level of 150 milligrams percent or more, or**
  - 3) While under the influence of alcohol and unable to maintain consciousness in the event of no blood alcohol testing or the alcohol level cannot be tested.**
- 2. Exposure to germs or parasites infection, except pyogenic infections or tetanus or rabies which is caused by wounds as a result of from an Accident.**
- 3. Miscarriage, except for that miscarriage is a direct result of an Accident.**
- 4. While the Insured is boarding or traveling in an aircraft that is not registered to carry passengers and is not a commercial airline.**
- 5. While the Insured is piloting or performing duties as a crew member of any aircraft.**
- 6. While the Insured is taking part in a brawl or taking part in inciting a brawl.**
- 7. While the Insured is committing a crime or is being arrested or escaping arrest.**
- 8. While the Insured is participating in all types of car or boat races, horse races, and all types of ski races including jet skis, skating, boxing or professional sports competitions, or participating in activities without necessary and appropriate safety equipment, this includes not following safety instructions while participating in the activity.**
- 9. While the Insured is participating in activities that involve the use of climbing or mountaineering equipment.**
- 10. While the Insured is participating in activities related to diving in water with a depth of 30 meters or less.**

**Insuring Agreement**  
**Medical Expenses due to Injury and/or Sickness**

**Specific Definition**

<b>Alternative Medicine</b>	means	Examination, treatment, or preventive healthcare practices such as traditional Thai or Chinese herbal medicine, or other similar practices which are not considered as modern medicine
-----------------------------	-------	--

**Coverage**

This Insurance Policy covers the Insured in the event that the Insured sustains an Injury or suffers from Sickness that occurs suddenly and unexpectedly during the trip, and within the period of insurance. If such an Accident or Sickness causes the Insured to receive medical treatment in Hospital, Medical Center or Clinic, whether as an Inpatient or Outpatient.

The Company will compensate the Insured for the actual costs incurred, but not exceeding the sum insured as specified in the policy schedule, for Customary and Reasonable Medical Charges for treatment deemed Medical Necessity and in accordance with Medical Standards as follows:

1. Physician fees, such as medical practitioner fees for general examination and treatment, surgeon fees for surgery and procedures, anesthesiologist fees, dentist fees, and other medical professional fees.
2. Medicine, intravenous infusion costs, blood and blood components including expenses for the separation, preparation, and analysis of blood or blood components for transfusion, laboratory tests and pathology, radiological diagnoses, and other special diagnostic methods, including Physician reading fees, expenses related to the use or provision of medical tools and equipment outside the operating room, and non-reusable medical supplies (medical supplies 1), operating room and equipment inside, excluding special Nurse fees during admission.
3. Cost of ambulance for medical emergencies to transport the Insured to and from a Hospital, Medical Center, or Clinic, if deemed Medical Necessity.
4. Take-home medicines prescribed based on Medical Necessity but not over 14 days.
5. Cost of ICU room or standard room, including food provided for the patient by the Hospital or Medical Center and daily nursing service fees.

6. Other expenses related to medical treatment such as nursing service fees, medical service fees, and medical procedure fees.

If the Insured received compensation from government welfare or other parties or other insurers, the Company is responsible only for the excess amount for the compensation.

**Specific Terms and Conditions (Only apply to Insuring Agreement: Medical Expenses due to Injury and/or Sickness)**

**Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, after discharge from the Hospital or Medical Center, or the date received treatment from Clinic, in order to claim compensation, at their own expense.

1. The Company's claim form.
2. Medical certificate/medical report stating the symptoms, diagnosis, and the treatment.
3. Original receipt showing the itemized medical expenses, or summary medical bills and original receipt.
4. Copy of the Insured's passport and/or any travel evidence.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

The receipt showing the itemized medical expenses must be the original receipt. The Company will return original receipt stating the paid amount, so that the Insured can claim the remaining balance from others. In case the Insured has received compensation from government welfare or other parties or other insurers, the Insured can submit a copy of the receipt showing the amount paid by the government welfare or other parties or other insurers in order to claim to remaining amount from the Company.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

**Specific Exclusions (Only apply to Insuring Agreement: Medical Expenses due to Injury and/or Sickness)**

The Insurance Policy will not cover medical expenses or any loss or damage arising from Injury or Sickness (including complications) symptoms or abnormalities as follows:

1. Pre-Existing Condition.
2. Examination or treatment for congenital disorders.
3. Convalescent care including rest cures and rehabilitation, health check-ups, or any examination or treatment that are not related to the diagnosis or not according to the Medical Necessity and standard of medical practice.
4. Medical treatment for signs and symptoms related to mental disorders or mental illness, stress, behavioral disorders or personality disorders, attention deficit hyperactivity disorder (ADHD), autism including drug addiction and genetic diseases.
5. AIDS or venereal diseases or sexually transmitted diseases (STD).
6. Any treatments related to pregnancy including child delivery, miscarriage or abortion, except in cases where the miscarriage results from a direct Accident, complications of pregnancy, infertility services (including analysis and treatment), sterilization or birth control.
7. Any treatments that are not considered modern medicine, including Alternative Medicine.
8. Orthoses and prostheses such as wheelchair, glasses, hearing aid device, speech device, all types of defibrillators and including other support equipment except crutches.
9. Any kinds of medical services or surgery related to Injury or Sickness incurred for the purpose of reaping benefit from this Insurance Policy.
10. Any beautification treatments such as treatment for acne, freckles, dandruff, weight reduction, hair transplants, or any procedures to correct body defects, cosmetic surgery unless the surgery is necessary in order to reactivate the function of such organ and that Injury is sustained as a result of an Accident covered under this Insurance Policy.
11. Any expenses related to dental or gum services, except the necessary dental treatment after an Accident to relieve pain or Injury. However, this necessary dental treatment shall not include the expenses for dental reconstructive treatment, orthodontics, dental crown, root treatment, scaling or polishing, filling, dental implant or denture, or medical expenses for necessary treatment for natural pronunciation due to dental treatment from an Accident.
12. Immunization or vaccination, except rabies vaccine after animal attack and tetanus vaccine after Injury from an Accident.

- 13. Medical expenses incurred from a Physician who is the Insured or father or mother or spouse or child(ren) of the Insured.**

**The Insurance Policy will not cover Injury or any loss or damage arising from, or as a consequence of, or occurring at, the following causes:**

- 14. Any action of the Insured while under one of the following conditions:**

- 1) While under the influence of addictive drugs or narcotic drugs to the point of being unable to maintain consciousness, or**
- 2) While under the influence of alcohol with an alcohol level in the body at the time of testing equivalent to a blood alcohol level of 150 milligrams percent or more, or**
- 3) While under the influence of alcohol and unable to maintain consciousness in the event of no blood alcohol testing or the alcohol level cannot be tested.**

- 15. Exposure to germs or parasites infection, except pyogenic infections or tetanus or rabies which is caused by wounds as a result of from an Accident.**

- 16. While the Insured is boarding or traveling in an aircraft that is not registered to carry passengers and is not a commercial airline.**

- 17. While the Insured is piloting or performing duties as a crew member of any aircraft.**

- 18. While the Insured is taking part in a brawl or taking part in inciting a brawl.**

- 19. While the Insured is committing a crime or is being arrested or escaping arrest.**

- 20. While the Insured is participating in all types of car or boat races, horse races, and all types of ski races including jet skis, skating, boxing or professional sports competitions, or participating in activities without necessary and appropriate safety equipment, this includes not following safety instructions while participating in the activity.**

- 21. While the Insured is participating in activities that involve the use of climbing or mountaineering equipment.**

- 22. While the Insured is participating in activities related to diving in water with a depth of 30 meters or less.**

## **Insuring Agreement**

### **Third Party Liability**

#### **Specific Definitions**

<b>Third Party</b>	means	Any person who is not a relative or Family Member of the Insured, any person residing with the Insured, any employee of the Insured during the course of work, and any business partner of the Insured.
<b>Family Members</b>	means	The Insured's father, mother, children, spouse, grandparents (paternal and maternal), and siblings (full siblings), as well as the spouse's parents.
<b>Legal Expenses</b>	means	Cost, attorney's fees, and other costs associated with legal proceedings that the Insured has incurred. However, these expenses must be approved in writing by the Company beforehand.

#### **Coverage**

This Insurance Policy covers the Insured in the event that the Insured causes an Accident resulting in loss or damage to Third Party. The Company will compensate the Third Party on behalf of the Insured for the amount the Insured is legally liable for due to Accident that occurs during the trip, and within the period of insurance, for the actual costs incurred from the loss or damage, but not exceeding the sum insured as specified in the policy schedule for the following:

1. Loss of life or bodily Injury to Third Party resulting from or as a consequence of the Accident by the Insured.
2. Loss or damage to the property of Third Party resulting from or as a consequence of the Accident by the Insured.

Coverage under points 1 and 2 includes costs, fees related to claims, and compensation that the Insured is legally required to pay to claimants.

3. Legal Expenses.



## **Specific Terms and Conditions (Only apply to Insuring Agreement: Third Party Liability)**

### **1. Duty of the Insured**

In the event of a claim for compensation under this insuring agreement, the Insured must:

- 1.1 Notify the Company without delay.
- 1.2 Immediately forward to the Company any court summons, order, or decree related to the Insured being sued for legal liability the Third Party under this insuring agreement.
- 1.3 The Insured must not agree to pay or admit liability to the Third Party, another person, or a claimant, or take any action that could lead to or result in a lawsuit or legal action without the Company's written consent, unless the Company fails to handle the claim in a timely manner from the date of notification of the Insured.
- 1.4 Provide necessary details and assistance to enable the Company to agree to pay compensation, contest any claims, or handle legal proceeding.

### **2. Duty of the Insured in Prevention**

The Insured must take reasonable precaution to prevent Accident and must comply with legal provisions and regulations set by authorities.

### **3. Duty to Preserve the Company's Rights for Subrogation**

At the Company's expense, the Insured must take all necessary actions or those reasonably requested by the Company, both before and after receiving compensation from the Company, to preserve the Company's rights to subrogate and claim damages from Third Party.

### **4. Company's Rights**

The Company has the right to take legal action and to compromise on behalf of the Insured for any appeal.

### **5. Double Insurance and Contribution**

If, at the time of an incident leading to a claim, the Insured has other insurance covering the same liability, the Company will be liable for damages, legal costs, and other expenses only in proportion to its share of the liability.

### **Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, commencing from the occurrence of Third Party liability, in order to claim compensation, at their own expense.

1. The Company's claim form.
2. Copy of the Insured's passport and/or any travel evidence.
3. Copy of daily police report.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

### **Specific Exclusions (Only apply to Insuring Agreement: Third Party Liability)**

**This Insurance Policy will not cover any loss or damage arising from, or as a consequence of, the following causes:**

- 1. Loss or damage to the life, body, or property of any person who is not a Third Party.**
- 2. Loss or damage to property owned by the Insured, or in the possession or control of the Insured.**
- 3. Loss or damage related to liability arising from contracts made by the Insured, where the liability would not exist in the absence of such contracts.**
- 4. Loss or damage arising from intentional acts, illegal activities, or gross negligence by the Insured.**
- 5. Loss or damage related to ownership or possession of any kind of motor vehicle, including machinery or vehicles powered by engines, aircraft, firearms, pets, land, or buildings, or arising from negligence in their management or control.**
- 6. Commercial or professional liability, or deficiencies in business operations.**
- 7. Loss or damage resulting from the Insured's actions while in a state of mental or nervous disorder, insanity, or while participating in or inciting a brawl.**

## **Insuring Agreement Travel Delay**

### **Coverage**

This Insurance Policy covers in the event that the Insured's Fixed Route Transport is delayed from the schedule departure time stated in the Fixed Route Transport schedule for at least .6 hours continuously due to the following reasons:

1. Adverse weather conditions for travel.
2. Malfunction or breakdown of Fixed Route Transport machinery.
3. Strike or protest by Fixed Route Transport or airport employees.

The Company will compensate the Insured for each .6 hour of delay, up to the sum insured specified on the policy schedule, with a total compensation limit not exceeding the sum insured on the policy schedule.

### **Specific Terms and Conditions (Only apply to Insuring Agreement: Travel Delay)**

### **Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, commencing from the occurrence of the right to claim, in order to claim compensation, at their own expense.

1. The Company's claim form.
2. Copy of the Insured's passport and/or any travel evidence.
3. Fixed Route Transport ticket or evidence specifying the duration of the trip.
4. Document or other evidence from the Fixed Route Transport provider, airport, or relevant authority responsible for the trip, confirming the cause of the delay and the duration of the delay.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

**Specific Exclusions (Only apply to Insuring Agreement: Travel Delay)**

**This Insurance Policy will not cover travel delay and/or any expenses arising from, or as a consequence of, the following causes:**

- 1. The Insured fails to show to the Fixed Route Transport provider within the specified time.**
- 2. Strike or protest by Fixed Route Transport or airport employees that occurred before or during the time the Insured made this insurance contract.**
- 3. Delay caused by the cancellation of the service of Fixed Route Transport due to order or recommendation from the government of such territory.**
- 4. Delay that the Insured was aware of before making the insurance contract.**
- 5. Delay of inbound flights to Thailand or before the Insured start their trip as specified on the policy schedule.**
- 6. Expenses that are reimbursed or compensated by Fixed Route Transport provider or airport.**
- 7. Loss or damage related to travel privileges of the insured, including frequent flyer points, hotel points, vouchers, or other rewards.**

## **Insuring Agreement Baggage Delay**

### **Coverage**

This Insurance Policy covers in the event that the Insured's baggage is delayed at the destination specified on the policy schedule that occurs during the trip, and within the period of insurance, for more than 6 consecutive hours or as specified on the policy schedule, due to an error, misdirection, or temporary loss of the baggage by the carrier, starting from the time the insured arrives at the baggage claim area.

The Company will compensate the Insured for baggage delay for every 6 hours, up to the sum insured specified on the policy schedule, with a total compensation limit not exceeding the sum insured on the policy schedule.

Under this insuring agreement, **if the Insured claims compensation under the insuring agreement of Baggage Delay, the Insured will not be able to claim compensation under the insuring agreement of Loss or Damage of Baggage and and/or Personal Effects for the same event if the baggage is subsequently lost after the delay has occurred.**

### **Specific Terms and Conditions (Only apply to Insuring Agreement: Baggage Delay)**

#### **Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, commencing from the occurrence of the right to claim, in order to claim compensation, at their own expense.

1. The Company's claim form.
2. Copy of the Insured's passport and/or any travel evidence.
3. Evidence from carrier confirming the baggage delay.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

**Specific Exclusions (Only apply to Insuring Agreement: Baggage Delay)**

**This Insurance Policy will not cover any loss or damage arising from, or as a consequence of, the following causes:**

- 1. Baggage and/or belongings transported under shipping company.**
- 2. Loss or damage caused by the confiscation, seizure, retention or being taken by any means, by customers or airport authorized person or other local authorized person under laws of such territories.**
- 3. Expenses that have already been paid or compensated by the carrier to the Insured, or expenses that the Insured can claim from the carrier.**
- 4. Delay of the baggage on the outbound flight from Thailand or after the Insured has completed the trip as specified on the policy schedule.**

**Insuring Agreement**  
**Loss or Damage of Baggage and and/or Personal Effects**

**Specific Definitions**

<b>Baggage</b>	means	The bags that the Insured takes along on their Trip, including hard case, soft case, backpacks, and similar items.
<b>Personal Effects</b>	means	Belonging that the Insured carries with them during the Trip that are not specifically excluded in this insuring agreement.
<b>Souvenir</b>	means	Items that are symbolic or mementos of events, places, or things, which are sold or given as keepsakes.
<b>Accessories</b>	means	Items such as rings, bracelets, necklaces, bangles, earrings, pendants, and watches that are worn as adornments on the body.
<b>Valuable Items</b>	means	Accessories made of gold, silver, or other precious metals, fur, watches, and gemstones, including diamonds and other precious stones, as well as all forms of gold and silver items.
<b>Pair or Set</b>	means	Items that are similar or are used together as a set
<b>Theft</b>	means	The dishonest taking of someone else's property or which is jointly owned by someone.
<b>Robbery</b>	means	Theft involving the use of force, threat of force, or intimidation to: <ol style="list-style-type: none"><li>1) Facilitate the Theft or taking away of property.</li><li>2) Obtaining delivery of such property.</li><li>3) Retaining such property.</li><li>4) Concealing the commission of such offence; or</li><li>5) Escaping from arrest.</li></ol>

<b>Gang Robbery</b>	means	Robbery carried out by a group of 3 or more persons.
<b>Snatching</b>	means	Theft a property by snatching which the Insured is conscious of while the property is being taken.
<b>Extortion</b>	means	The act of coercing someone into yielding property or benefits through threats of violence or harm against the person or their property, or threats to their life, body, freedom, reputation, or belongings, until they comply.
<b>Third Party</b>	means	Any person who is not a relative or Family Member of the Insured, any person residing with the Insured, any employee of the Insured during the course of work, and any business partner of the Insured.
<b>Family Members</b>	means	The Insured's father, mother, children, spouse, grandparents (paternal and maternal), and siblings (full siblings), as well as the spouse's parents.
<b>Accommodation</b>	means	Any place established for the purpose of providing temporary lodging to travelers or others for a fee.

### **Coverage**

This Insurance Policy covers the loss or damage of Insured's Baggage and/or Personal Effects that occurs during the trip, and within the period of insurance due to the following reasons:

1. While the Baggage and/or Personal Effects are under the care and control of hotel or Accommodation staff where the Insured is staying or carrier. The loss or damage must be confirmed in writing by the responsible party.
2. Theft with evidence of forcible and visible signs of damage.
3. Snatching.
4. Robbery, Gang Robbery, or Extortion to take the Baggage and/or Personal Effects from the Insured.



The Company will compensate the Insured for the loss or damage to Baggage and/or Personal Effects according to the actual damage incurred, which cannot be claimed from manufacturers, carrier, hotels, Accommodations, or other types of insurance. The compensation may be provided through repair, restoration to its original state, replacement with similar items, or cash payment for the actual value at the time of loss or damage, up to the sum insured specified on the policy schedule, less any applicable deductible (if any).

**Specific Terms and Conditions (Only apply to Insuring Agreement: Loss or Damage of Baggage and and/or Personal Effects)**

**1. Compensation and Company Liability Limits**

1.1 The Company reserve the right to compensate the Insured by using one of the following methods:

- 1.1.1 Compensation will be provided in cash based on the actual value of the property at the time of the loss or damage. The calculation will be based on the value on the date of purchase, after deducting depreciation, with a maximum limit per item (Single Limit) or per Pair or Set not exceeding 10,000 baht per item, Pair, or Set, as applicable. The total compensation will not exceed the sum insured specified on the policy schedule, or
- 1.1.2 Repair the actual loss or damage, or
- 1.1.3 Replacement with similar property.

The cost of repair or the value of the replacement will not exceed the actual value of the property at the time of loss or damage, calculated based on the value on the date of purchase, after deducting depreciation.

1.2 The maximum compensation will be limited to 10,000 baht per item, Pair, or Set, as applicable. The total compensation will not exceed the sum insured specified on the policy schedule, for computer equipment or portable computers, such as laptops, tablets, and similar portable devices (including accessories and software), cameras, camcorders, mobile phones, drones, and other remote-controlled devices.

**2. Duty of the Insured**

2.1 In the event of loss or damage, the Insured must adhere to the following conditions:

- 2.1.1 In case of loss or damage to Baggage and/or Personal Effects while under the care and control of the carrier, hotel or Accommodation staff, the Insured must notify the carrier, hotel or Accommodation staff within 24 hours from the time of the incident. The Insured must also provide a written statement, document, or other evidence issued by the carrier or

the authorized personnel of the hotel or Accommodation provider detailing the damage, if the damage was under their care and control.

2.1.2 In case of loss or damage to Baggage and/or Personal Effects resulting from Theft with evidence of forcible and visible signs of damage, Robbery, Gang Robbery, Snatching, or Extortion, the Insured must report the incident to the local police or relevant authority as soon as possible. If it is not possible to report immediately due to circumstances beyond the Insured's control or the situation preventing such reporting, the Insured must provide a police report or notification from the local authority to the Company to support the claim for compensation.

2.2 The Insured must take all necessary steps to ensure that the Baggage and/or Personal Effects are properly cared for.

2.3 The Insured will be responsible for the deductible for each loss or damage as specified on the policy schedule (if applicable).

### **3. Double Insurance and Contribution**

In the event that damage occurs, and it is found that the Insured has insured the same damage with another insurance company, whether by the Insured themselves or by another party acting on behalf of the Insured, the Company will share the compensation proportionally. The compensation paid will not exceed the proportionate share according to the sum insured the Company has provided in relation to the total sum insured but will not exceed the sum insured provided by the company.

### **4. Duty to Preserve the Company's Rights for Subrogation**

The Insured must do everything necessary or as reasonably requested by the Company, whether before or after receiving compensation from the Company, to preserve the Company's right to subrogate the claim for damages against Third Party from the Insured. In the event that the Insured incurs any costs to preserve such rights for the Company, the Company agrees to reimburse the Insured for such expenses.

### **5. Company's Rights for Salvage Damage**

In the event of damage to the property covered under this Insurance Policy, the Insured is responsible for the property, and the company may:

5.1 Demand the delivery of the damaged property that is insured under the Insurance Policy to the Company.

5.2 Take possession of the insured property and inspect, sort, select, move, or otherwise manage the property.

5.3 Sell, dispose of, or destroy the damaged property for the benefit of the involved parties.

The Company may exercise its rights under these conditions as deemed appropriate from the time of the damage until the claim for damages is finally settled or the Insured has provided written notice of relinquishment of the claim under the Insurance Policy.

The exercise of the company's rights as mentioned above will not increase the Company's liability nor diminish the Company's right to invoke any Insurance Policy conditions to dispute any claim for compensation.

### **Claims for Compensation and Submission of Documents and/or Evidence**

In case of a claim under this insuring agreement, the Insured, beneficiary, or representative of the Insured or beneficiary, as the case may be, is required to notify and submit the documents and/or evidence as follows to the Company within 30 days, from the date of incident, in order to claim compensation, at their own expense.

1. The Company's claim form.
2. Copy of the Insured's passport and/or any travel evidence.
3. Documents, certificates, or other evidence issued by the carrier, hotel, or Accommodation provider detailing the damage, in cases where the damage is under the control of hotel or Accommodation staff where the Insured stayed, or carrier.
4. Property irregularity report issued by the carrier, hotel management, or Accommodation provider, detailing the damage when the damage is under the control of the hotel or Accommodation staff where the Insured stayed, or carrier.
5. Local police report including details of the property that was lost or damaged, in cases of Theft with evidence of forcible and visible signs of damage, Robbery, Gang Robbery, Snatching, or Extortion to take the Baggage and/or Personal Effects from the Insured.
6. Quotations, photographs, or receipts (if available) along with details of the lost or damaged property, including the value of the property at the time of loss or damage as accurately as possible.

In case of the Company requires any other documents and/or evidence more than the documents and/or evidence as specified above, the Company will provide a written notice to the claimant stating all additional requested documents and/or evidence with reason and necessity of having these documents and/or evidence.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

**Specific Exclusions (Only apply to Insuring Agreement: Loss or Damage of Baggage and and/or Personal Effects)**

**This Insurance Policy will not cover any loss or damage arising from, or as a consequence of, the following causes:**

- 1. Loss or damage resulting from confiscation or detention of property under customs law, seizure by the government, transportation of illegal goods, or any other act contrary to the law.**
- 2. Loss or damage to Loss or Damage of Baggage and and/or Personal Effects of the Insured that was sent in advance via postal service, sea, or air without being accompanied by the Insured.**
- 3. Damage or destruction due to the deterioration of the insured property, including damage caused by insects or pests, or damage resulting from processes undertaken by the Insured for repair, cleaning, or modification of the property.**
- 4. Damage or loss of insured property when left unattended in a public place or while placed on any vehicle, including loss resulting from negligence by the Insured in adequately protecting and safeguarding the property.**
- 5. Expenses already reimbursed or compensated by the carrier, hotel, Accommodation provider, or other insurance, or expenses that the Insured can claim from the carrier, hotel, Accommodation provider, or other insurance.**
- 6. Loss or damage of Baggage and and/or Personal Effects of the Insured from outbound flight from Thailand or after the Insured has completed the trip as specified on the policy schedule.**

**This Insurance Policy will not cover the following Personal Effects:**

- 1. All animals, Accessories, Valuable Items, art or antiques, alcoholic beverages, fruit, perishable goods, and other consumables, stocks, documents, promissory notes, traveller's cheque, travel tickets, and travel documents, drafts, credit cards, debit cards or ATM cards, cash, banknotes, coins, or Souvenirs, artificial teeth, prosthetics, medical equipment, musical instruments, sports equipment, and personal transportation devices such as Mini-Segways.**
- 2. Rental or leased equipment.**
- 3. Loss of goods or product samples.**

<p align="center"><b>Summary of Terms, Conditions, Coverage, and Exclusions</b>  <b>Individual Inbound Travel Insurance Policy</b>  <b>(Sell Through Electronic Channel (Online))</b></p>
---

**Section 1 General Definitions** e.g.

<b>Insurance Policy</b>	means	The policy schedule, general terms and conditions, insuring agreements, exclusions, attachments, application, endorsements, and the summary document of terms and conditions, coverages and exclusions according to this Insurance Policy, which are all regarded as being part of the insurance contract.
<b>Company</b>	means	AXA Insurance Public Company Limited.
<b>Insured</b>	means	The person named as the Insured in the policy schedule, which is the person who is covered under this Insurance Policy.
<b>Accident</b>	means	An event that occurs suddenly due to external factors, resulting in an outcome that is not intended or anticipated by the Insured.
<b>Injury</b>	means	Bodily Injury resulting directly from the Accident, separate and independent of all other causes.
<b>Sickness</b>	means	A symptom, abnormality, illness, or disease that occurs to the Insured unexpectedly, acutely, and independently of other causes after this Insurance Policy is in force.
<b>Deductible</b>	means	The first fixed amount that the Insured is responsible for paying according to the insuring agreements and/or endorsements (if any).
<b>Inpatient</b>	means	A person who requires medical treatments in Hospital or Medical Center continuously not less than 6 hours and is registered as an Inpatient based on the diagnosis and advice of the Physician in accordance with the Medical Standard and the suitable period for such Injury or Sickness, including the circumstance that

		being admitted as the Inpatient and die before 6 hours after hospitalized.
<b>Outpatient</b>	means	A person who requires medical treatments in the Outpatient department or emergency room of Hospital, Medical Center or Clinic, which there is no necessity according to the diagnosis and the indication of the Medical Standard to be admitted as the Inpatient.
<b>Medical Standard</b>	means	International rules or practices of modern medical services that provide the suitable treatment plan for the patient according to the Medical Necessity and correspond with the summary from the Injury and Sickness background, examination, autopsy result or others (if any).
<b>Medical Necessity</b>	means	Medical services which meet the following conditions: <ol style="list-style-type: none"> <li>1) To be accordance with the diagnosis and treatment for such Injury or Sickness of the patient.</li> <li>2) To be accordance with the indication of the Medical Standard.</li> <li>3) Not to be for the convenience of the patient or his/her family or treatment provider solely; and</li> <li>4) To be accordance with the suitable Medical Standard based on the Medical Necessity of such Injury or Sickness of the patient.</li> </ol>
<b>Customary and Reasonable Medical Charges</b>	means	Medical treatment cost and/or any reasonable expense upon comparing with service of the Hospital or Medical Center or Clinic charged to patient of the Hospital or Medical Center or Clinic where the Insured has received treatment.
<b>Pre-Existing Condition</b>	means	A disease (including complications), symptom or abnormality occurred to the Insured within

12 months before the start date of each Trip which is sufficiently significant that the Insured should have reasonably sought for a diagnosis, care or treatment, or a Physician should reasonably be able to provide diagnosis, care, or treatment.

<b>AIDS</b>	means	An acquired immune deficiency syndrome which is caused by AIDS virus infection and shall inclusively mean infection of opportunistic microorganisms, Malignant Neoplasm, or infection or any Sickness that blood tests represent positive results of HIV (Human Immune Deficiency Virus). Infection of opportunistic microorganisms includes but does not limit to Pneumocystis Carinii Pneumonia, Organism or Chronic Enteritis, Virus and/or Disseminated Fungi Infection, Malignant Neoplasm shall include but not limit to Kaposi's Sarcoma, Central Nervous System Lymphoma and/or other serious diseases presently known as the symptoms of Acquired Immune Deficiency Syndrome or reasons of sudden death, Sickness or disability. In this regard, AIDS shall include HIV (Human Immune Deficiency Virus), Encephalopathy Dementia, and virus spreading.
<b>Policy Year</b>	means	A period of one year from the commencement date or the subsequent annual anniversary thereafter.
<b>Airplane</b>	means	An Airplane of commercial airline which is legally licensed to carry passengers but not include helicopter.
<b>Fixed Route Transport</b>	means	Airplane, ferry, ocean liner, public train, and public bus which are legally licensed and operating the transport service for a fare and operate along a prescribed route according to a fixed schedule.

<b>Terrorism</b>	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in isolation or on behalf of or in connection with any organization or government for political, religious or ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.
<b>Strike</b>	means	Acts intentionally by strikers/protesters or employees who are prohibited to work in order to support the Strike, or oppose the prohibition, regardless of whether such action is a disturbance to public peace or not.
<b>Riot and Civil Commotion</b>	means	Acts by any person in concert with a group of others to disturb public peace, whether politically related or not, or actions by a large group of people joining together to cause unrest or create chaos that leads to an uprising against the government through violent force, threats of violence, or other actions intended to cause chaos in the country.
<b>Emergency Assistance Provider</b>	means	Company or juristic person or representative of the Emergency Assistance Provider that is authorized by the Company to provide emergency assistance and other services to the Insured while travelling as specified in the Insurance Policy.
<b>Insurance Fraud</b>	means	Fraudulent claim for benefits under the Insurance Policy or presenting false evidence for claim compensation including intentionally causing Injury or Sickness in order to claim compensation.



## **Section 2 General Terms and Conditions** e.g.

### **2.1 Insurance Contract**

This insurance contract is executed based on reliance on the statements declared by the Insured in the application and any additional declarations (if any) duly signed by the Insured, as evidence of acceptance of this Insurance Policy according to the insurance contract. The Insurance Policy is thus issued by the Company as evidence.

In case of the Insured has already known but provided false statements in the declaration as mentioned in first paragraph, or already known any fact but concealed thereof, of which if it is known to the Company, it may motivate the Company to demand a higher premium or refuse to execute insurance contract. In this regard, this insurance contract shall become voidable pursuant to Section 865 of the Civil and Commercial Code, and the Company is entitled to terminate this insurance contract.

The Company cannot deny acceptance of responsibility except where there has been material misrepresentation in the aforementioned documents submitted by the applicant.

### **2.2 Completion and Alteration of Insurance Contract**

This Insurance Policy, together with insuring agreement and endorsement forms part of the insurance contract. Any alteration to this insurance contract shall be valid upon being consented by the Company and endorsed in this Insurance Policy or its endorsement.

### **2.3 Period of Insurance**

Period of insurance shall start and end according to below conditions:

#### **2.3.1 In case of a single trip policy.**

Coverage starts when the Insured arrives in Thailand or on the date as specified on the policy schedule, whichever occurs later, and continues until the Insured departs from Thailand or until the end date of the period of insurance as specified on the policy schedule, whichever occurs first.

In this regard, the arrival and departure from Thailand are marked when the Insured completes all immigration process.

#### **2.3.2 In case of an annual trip policy.**

To cover multiple trips, the coverage for each trip starts and ends as specified in section 2.3.1, subject to the maximum duration for each trip not exceeding ..... days (*Maximum 180 days*) or as specified on the policy schedule.

This Insurance Policy does not provide coverage for any trip that has already commenced before the start date of the Insurance Policy, unless the Insurance Policy is renewed during the Trip. Additionally, the trip duration shall not exceed the maximum duration per trip as mentioned above.

2.3.3 Irrespective of the conditions in section 2.3.1 and 2.3.2, the period of insurance shall not apply to the insuring agreement of Trip Cancellation Before Trip Starts (if any). The coverage period of this insuring agreement starts within ..... days (*Maximum 60 days*) before commencement date of the trip and end when trip starts.

2.3.4 During the period when the Insurance Policy is in force, if the Insured requires medical treatment in a Hospital or Medical Center and needs continuous treatment as an Inpatient, the Insurance Policy will extend coverage until the Insured is discharged from the Hospital or Medical Center.

## **2.4 Notification and Claims for Compensation**

The Insured, beneficiary or representative of the said person, as the case maybe, must inform the Company in case of Injury, Sickness, loss or damage that could cause the claiming for benefit under this Insurance Policy without delay. In case of death, notice must be reported to the Company immediately, unless it can be proved that there is reasonable explanation why the notice cannot be made in a timely manner and the notification is given to the Company as soon as possible.

For the claiming process, the Insured, beneficiary or representative of the said person is required to send the documents as state in insuring agreement and/or endorsement or any required document as deemed necessary to the Company within the period specified by the Company at their own expense.

Non-submission of the required documents and/or evidence within the specified time shall not jeopardize the right to claim of the Insured or beneficiary, as the case may be, if it can be proved that there is a reasonable explanation for why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

## **2.6 Compensation Payment**

The Company will pay compensation within 15 days commencing from the date the Company received complete and correct proof of loss or damage, Accident or Sickness as specify in the insuring agreement and/or endorsement and/or required document by the Company. Compensation for death will be paid to the beneficiary, while other compensation will be paid to the Insured.

In case it is doubtful that such above mentioned claim is not in compliance with the insuring agreement and/or endorsement in the Insurance Policy, the prescribed period may be extended as deemed necessary but shall not exceed 90 days commencing from the date the Company received complete documents.

If the Company is unable to complete compensation payment within the period mentioned above, the Company shall be responsible to pay 15% interest per annum of the payable amount commencing from the due date.

## **2.9 Precedent Condition**

The Company shall not be liable to compensate under this Insurance Policy unless the Insured, the beneficiary, or their representative, as the case maybe, have fully and correctly complied with the insurance contract and condition of this Insurance Policy.

## **2.10 Fraudulent Claim**

If there are any claims filed with the fraudulent intention or present false document including any Injury or Sickness intentionally for the purpose of claim payment under this Insurance Policy, the Insured or the beneficiary, as the case maybe, will be forfeited all benefits under this Insurance Policy. All benefits claimed fraudulently and received by the Insured or the beneficiary, as the case maybe, must be paid back to the Company.

## **Section 3 General Exclusions**

**This Insurance Policy does not cover any loss or damage, due to, as a consequence of, causes by or occur at the time as follows (unless otherwise specified in the insuring agreement).**

- 3.1 Suicide or attempted suicide or self-inflicted Injury.**
- 3.2 War, invasion, act of foreign enemies or warlike whether declared or otherwise, or civil war, insurrection, rebellion, Riot, Strike, Civil Commotion, revolution, coup d'état, chaos from the uprising of citizens against government, martial law announcement or any incident causing the maintenance of martial law.**
- 3.3 Terrorism.**
- 3.4 Unlawful acts of the Insured, seizure, confiscation, deterioration, destruction by customs officer or other competent officers due to the Insured's violation of laws, rules, and regulations of the government of such territory.**
- 3.5 Nuclear weapon, radiation or radioactivity from any nuclear fuel or any nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion.**

- 3.6 Explosion of radioactivity or nuclear component or other hazardous material which may cause explosion in nuclear process.**
- 3.7 While the Insured is performing duty as a soldier, police, or a volunteer and participates in war, or warlike operation, or crime suppression.**
- 3.8 While the Insured is travelling in, to or through the territory which is declared by the Company as excluded territory or other as specified on policy schedule and endorsement (if any).**
- 3.9 While the Insured is at the oil rigs, offshore petroleum drilling platform or underground mining.**
- 3.10 The Deductible which the Insured is liable according to the insuring agreements and/or endorsements (if any).**

#### **Section 4 Insuring Agreement**

<b>No.</b>	<b>Insuring Agreement</b>
1.	Loss of Life, Dismemberment, Loss of Sight, or Total Permanent Disability due to Accident (P.A.1)
2.	Medical Expenses due to Injury
3.	Medical Expenses due to Injury and/or Sickness
4.	Emergency Medical Evacuation or Repatriation back to Domicile
5.	Repatriation of Mortal Remains back to Domicile
6.	Third Party Liability
7.	Trip Cancellation Before Trip Starts
8.	Travel Delay
9.	Trip Curtailment
10.	Baggage Delay
11.	Loss or Damage of Baggage and and/or Personal Effects

#### **Section 5 Endorsement**

<b>No.</b>	<b>Endorsement</b>
1.	Extension Coverage of Food Poisoning
2.	Extension Coverage of Racing or Playing of Dangerous Sports
3.	Extension Coverage of Traveling in a Non-Commercial Aircraft
4.	Extension Coverage of Extra Cash Relief
5.	The Limit of Liability Arising from Murder or Assault
6.	Extension Coverage of Terrorism

#### **Remark**

- 1. The coverage and other detailed conditions are in accordance with the Individual Inbound Travel Insurance Policy (Sell Through Electronic Channel (Online)) approved by the Office of Insurance Commission (OIC).

2. The company may select insuring agreements or endorsement to tailor the insurance plan (in the case of customizing coverage).
3. This document is merely a summary of the key points, general terms, insuring agreements, exclusions, and endorsement of the Insurance Policy.
4. To preserve the right of the Insured, the Insured should review the full details in the complete Insurance Policy.



Contact our Agent / broker

## Contact us



0 2118 8111



[www.axa.co.th](https://www.axa.co.th)



AXA Thailand



@AXAThailand

You can find AXA Privacy policy by visit AXA website <https://www.axa.co.th/en/legal-and-privacy-statement>