

Remark : The English Language used in this policy is merely a translation of Thai version.

Group Domestic Travel Accident Insurance (One way Trip)

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 Insured, and subjected to insurance policy, the Company agrees to the Insured as follows :-

Section 1 Definition

Applicable to this Insurance Policy and Endorsement.

- 1.1 **Company** refers to “Muang Thai Insurance Public Co., Ltd”
- 1.2 **Insurance Policy** refers to “Insurance Schedule, general condition, insuring agreement, exclusion, attachment, warranty and endorsement which is stated be one part of this contract”
- 1.3 **Insured** refers to “The person named as insured in the policy schedule and/or as insured person in attachment of this insurance policy”
- 1.4 **Policyholder** refers to “Private individual or legal entity named as the policyholder on schedule which provided for insured's benefit”
- 1.5 **Accident** refers to “An event which happens suddenly from external factors giving rise to a result which is not intended or anticipated by the Insured”
- 1.6 **Injury** refers to “Bodily injury which is caused directly and solely from an accident and is independent from other causes during contract applied”
- 1.7 **Sickness** refers to “Sickness or contact a disease of insured including disease or other symptoms caused by same reason during the contract applied”
- 1.8 **Deductible** refers to “The first fixed amount which the insured is responsible for paying per accident”
- 1.9 **Doctor** refers to “Person who is legally authorized and graduated in the Medical Science within Authorized territory”
- 1.10 **Nurse** refers to “Person who is authorized and graduated from Bachelor of Nursing Science within their territory”
- 1.11 **Hospital** refers to “A legally constituted institution which is open for medical treatment and can provide overnight accommodation to its patients including major surgery facility”
- 1.12 **Medical Center** refers to “Hospital or clinic where legally authorized to run a medical business and take care Patient in legally”

- 1.13 Clinic refers to “A legally constituted clinic which is open for medical treatment without overnight accommodation”
- 1.14 Transporter refers to “Commercial airline, train, ocean liner, ferryboat, coach, bus which insured has used for his travel”
- 1.15 AIDS refer to “Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). This also refers to any diseases or illnesses caused by AIDS or HIV such as kaposi’s sarcoma and other malignant neoplasms, central nervous system lymphoma, encephalopathy (dementia) and opportunistic infections. Opportunistic infections include but not limited to pneumocystic carinii pneumonia, chronic diarrhea, chronic gastroenteritis (from any pathogens), viral infection, parasitic and disseminated fungi infection”

Section 2 General Condition

2.1 Insurance Agreement

This insurance agreement is based upon the information provided by the applicant in the form requesting insurance coverage, and the status of the health questionnaire signed by the applicant for the purpose of obtaining insurance coverage.

In the event that an applicant misrepresents or omits to inform the company of any relevant facts, the company when aware of the true situation, may decide to increase the premium level or void the policy as per clause 865 of the Civil and Commercial Code.

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

2.2 Completeness of the Contract and Changes in the Insurance Policy

This insurance policy together with the insuring agreements and endorsement are forming part of the insurance contract. Any changes of wordings in the contract must be approved by the company and noted in the insurance policy or endorsement before such changes shall be valid.

2.3 Travel Duration and period of insurance

This insurance policy covers any loss or damage of the insured which happens during the trip, however, the travel duration is limited not exceed 30 consecutive days.

In case of medical emergency, hijack, delay in transfer or inoperative plane that make the insured delay his travel back on planned schedule, the insurance policy will automatically extend the coverage under the condition specified in this insurance policy.

2.3.1 Travel duration of the insured which start and finish under the period of insurance.

2.3.1.1 In case traveling by airplane.

- For check-in at counter of the airline refers to “Each travel duration of the insured which start and finish within the period of insurance. The coverage commences when the insured check-in at the counter of NokAir to receive the ticket at the starting airport and continue until 2 hours after the insured travel to the destination airport of the trip.”

- For check-in by other way refers to “Each travel duration of the insured which start and finish within the period of insurance. The coverage commences when the insured pass by ID check point at the starting airport and continue until 2 hours after the insured travel to the destination airport of the trip.”

2.3.1.2 In case of round trip, travel by ferry – coach – airplane and airplane – coach – ferry refers to “Each travel duration of the insured which start and finish within the period of insurance. The coverage commences when the insured check-in at the starting port and continue until the insured travel back to such port.”

2.3.1.3 In case of one way trip, travel by airplane – coach – ferry refers to “Travel duration of the insured start when the insured check-in at the counter of NokAir or pass by ID check point to receive the ticket and continue until the insured travel to the destination of the trip.”

2.3.1.4 In case of one way trip, travel by ferry– coach– airplane refers to “Travel duration of the insured start when the insured check-in at the starting port and continue until 2 hours after the insured travel to the destination airport of the trip.”

2.4 Change of vehicle during the trip

If the insured needs to change the vehicle during the trip caused by uncontrollable factor, the coverage is still effective as if there is no change.

2.5 Notification and Claims

The insured, beneficiary or representative must inform the company in case of injury or sickness as soon. In case of loss of life, it has to be informed immediately. If cannot inform the company of the peril, should have the provable appropriate reasons for the inability to inform the company and the effort to do so as soon as possible.

2.6 Subrogation

Under the company's expenses, the insured must do anything which is necessary or reasonable request from the company either before or after claim payment in order to make the company keep the right to claims from third party on behalf of the company.

2.7 Duty of the insured to keep the damaged property

Once the property damage incurred, the insured must not leave those properties and must be delivered those damage properties to company, in case the company requires the damage properties for claim consideration.

2.8 Claim compensation

The company will pay the compensation for death to the beneficiary and for the other compensation to the insured within 30 days since the company receives the complete and correct documents.

In case that the company has reasonable suspecting that the compensation requested may not follow agreements in the insurance policy, the payment period shall be expanded as necessary, but not over 90 days since company receives all document.

In case the company do not pay any compensation along with the time frame mentioned above. The company will pay additional 12% interests per year of total compensation amount since payment due.

2.9 Limit of Liability

The Company's liability shall be limited to Baht 250,000,000 per occurrence under One Way Trip and Round Trip.

2.10 Arbitration

In case of argument, dispute or appeal under this policy between the person who is entitled for compensation versus 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 judge by arbitration according to the arbitrating regulation governed by the Office of Insurance Commission.

2.11 Automatic Termination of the Contract

This insurance policy shall be automatically terminated should the insured is committing a felony or while the insured is being arrested, under arrest or escaping from the arrest.

2.12 Precedent Condition

The company shall not be liable to compensate the insured or other party under this insurance policy unless the insured, beneficiary or representative has complied with the insurance contract and the conditions of this policy.

2.13 Premium payment

2.13.1 The policy holder must pay the premium immediately or before the insurance policy start to cover.

2.13.2 Policy cancellation before starting the trip, after the issuance of insurance policy. The company will refund the premium to the policy holder after deduct the operating cost.

2.14 Insurance Policy Cancellation

Both the company and the insured can cancel the policy as follow :

2.14.1 Under the condition and regulation of ticket cancellation of the airline which the insured travel.

2.14.2 If the insured need to cancel the insurance policy and still travel under the schedule. The insured must to inform the airline and/or the company in advance 12 hours before the departure time.

2.14.3 When there is an force majeure to the insured cause by the airline, the insured can cancel the insurance policy.

Section 3 General Exclusion

Insurance policy does not cover

1. Deductible indicated in the policy schedule (if any).

2. Any loss or damage incurred from the following causes :

2.1 War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot.

2.2 Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion.

3. Terrorism (Not apply to the insuring agreement "Hijacking").

4. While the insured is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft

5. While the insured pilots or works as a crew in 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 felony or while the insured is being arrested, under arrest or escaping from the arrest.

Section 4 The insuring agreement

Under the condition, insuring agreement, exclusion, general conditions and attachment. In consideration of the premium paid by the Insured, the company agrees to cover the Insured as follows :-

Insuring agreement

loss of life, dismemberment, loss of sight or permanent disability from accident.

Definition

“Dismemberment” refers to The loss of body organ from the wrist joint or the ankle joint and also the loss of use 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 Disability to the extent of being unable to perform the normal duty in the insured's regular occupation or any other occupation totally and permanently.

Coverage

If the insured sustains injury and it causes loss of life, dismemberment, loss of sight or permanent disability within 180 days from the date of the accident or the injury causes the insured to receive continuous medical treatment as an inpatient in the hospital and loss of life occurs later because of such injury, the company shall compensate in accordance with the sum insured stated in the schedule as follows:-

- 1.1 100% of the sum insured for loss of life
- 1.2 100% of the sum insured for permanent disability which continue not less than 12 months after the accident or if there is any medical indication that the insured suffers a permanent disability.
- 1.3 100% of the sum insured for loss of both hands from the wrist joint or both feet from the ankle joint, or loss of sight for both eyes.
- 1.4 100% of the sum insured for loss of one hand from the wrist joint and one foot from the ankle joint.
- 1.5 100% of the sum insured for loss of one hand from the wrist joint and loss of sight for one eye.
- 1.6 100% of the sum insured for loss of one foot from the ankle joint and loss of sight for one eye.
- 1.7 60% of the sum insured for loss of one hand from the wrist joint.
- 1.8 60% of the sum insured for loss of one foot from the ankle joint.
- 1.9 60% of the sum insured for loss of sight for one eye.

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

Through the period of insurance, the company will pay the compensation under this insuring agreement totally not over the amount specified in the insurance schedule. If the company pays the compensation less than 100 % of sum insured, the company still cover the rest amount until end of period of insurance.

Claims for Compensation from loss of life

The Beneficiary have to send the below evidences at his own expense to the company within 30 days from the date of death or the commencement of the disability.

1. Claims form.
2. Death certificate.

3. Copy of perform postmortem report (Certify by the policeman or related organization).
4. Copy of Police report (Certify by the policeman).
5. Copy of identification card and census registration (stamp "death") of the insured.
6. Copy of Identification card and census registration of beneficiary.

Claims for Compensation from dismemberment, loss of sight or total permanent disability

The insured and/or the beneficiary have to send the below evidences at his own expense to the company within 30 days from the date of the commencement of the disability.

1. Claims form.
2. Doctor's certificate.

Nevertheless, non-compliance within the specified time shall not jeopardize the right to claim if it can be proved that there is reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

Exclusion

This insuring agreement not cover

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

1. Action of the insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind. The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150 mg percent and over.
2. Suicide or attempted suicide or self-inflicted injury.
3. Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.
4. Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this insurance policy and occurring within the period of this insurance policy.
5. Miscarriage and abortion.
6. Food toxic.

1.2 Loss or Injury which occurs:

1. While the insured is hunting for animals, racing of all kinds of car or boat, horse racing, all kinds of skiing including jet skiing, skate racing, boxing, parachuting (except for the purpose of life saving), while boarding or traveling on the balloon/glider, bungee jumping, mountain climbing with equipments or diving with oxygen tank and breathing equipment under water (scuba diving).
2. While the insured is riding or traveling on a motorcycle.
3. While the insured is taking part in a brawl or taking part in inciting a brawl.

Specific condition

The company has the right to ask the insured to get a physical check up during the compensation's consideration including perform autopsy if necessary.

Insuring agreement

Trip Cancellation

Definition

“Transporter” refers to Commercial airline, train, ocean liner, ferryboat, coach, bus which insured has used for his travel.

Coverage

The company shall compensate the expense arising from trip cancellation before start the trip, which has been paid the advance payment (partial or full amounts) by the insured for the deposit or booking in advance. This coverage cover only the unused travel or accommodation expenses including penalty fee from trip cancellation which arising from :

1. The insured die, serious injury or sickness, which must be confirmed by doctor that it is reasonable for trip cancellation.
2. Death, serious injury or serious sickness of the insured's father and mother, spouse, children of the insured (including the father and mother of the insured's spouse).
3. The transporter cancels the trip due to bad weather.
4. Protest or strike which effect the trip of the insured.

The company shall compensate the insured for the actual expenses, but not exceeding the amount specified in the schedule.

Claims for Trip cancellation

1. Doctor report, death certificate or document to confirm trip cancellation from the transporter.
2. Original receipt of payment for deposit or booking in advance (for the unused travel or accommodation expenses) or the invoice of penalty fee.

Exclusion

This insuring agreement not cover trip cancellation due to:

1. Protest or strike before the start date of this insurance policy.
2. Any reasons as follow which the insured knew before apply this insurance policy :
 - 2.1 The insured die, serious injury or sickness.
 - 2.2 Death, serious injury or serious sickness of the insured's father and mother, spouse, children of the insured (including the father and mother of the insured's spouse).
 - 2.3 The transporter cancels the trip due to bad weather.
 - 2.4 Protest or strike which effect the trip of the insured.

3. Death, injury or sickness of the insured due to :
 - 3.1 The treatment of chronic symptoms or any sickness, which is pre-existing condition (occur before the start date of insurance policy) including symptom or complication state that might be appeared later.
 - 3.2 Pregnancy, deliver, miscarriage, abortion.
 - 3.3 AIDS or illness or injury in consequence of blood test as HIV and others relate with AIDS.
 - 3.4 Contagious disease or epidemics declared by World Health Organization (WHO) or by any local Government agency at period time of epidemics.

Insuring agreement

Hijacking

Definition

“Hijacking” refers to Any unlawful seizure or exercise of control by force or violence or threat force or violence, and with wrongful intent, of an aircraft.

Coverage

In the period of insurance, if the plane that the insured person is onboard is being hijacked for more than consecutive 12 hours, the company will indemnify the sum insured stated for every 12 hours of being hijacked.

Claims for Hijacking

1. Air ticket to show the insured has been the passenger on the hijacked flight.
2. Document to confirm the hijacking (If any).

Insuring agreement

Travel Delay

Definition

“Transporter” refers to Commercial airline, train, ocean liner, ferryboat, coach, bus which insured has used for his travel.

Coverage

The Company shall compensate the insured in case of the trip is delayed from the schedule for more than 6 hours from the reason specified below. And the company will indemnify the insured for every 6 hours delay not exceed the amount specified in the policy schedule.

1. The trip is delayed by the transporter because of bad weather.
2. Damage to the engine of the transporter.
3. Protest or strike which occur after the company agree to insure under this insurance policy.

Claims for Travel Delay

1. Document to inform and confirm travel delay from the transporter.

Exclusion

This insuring agreement does not cover travel delay due to :

1. The order of government to cancel the service of the transporter.

Insuring agreement

Loss or damage of baggage and personal effect

Definition

“Personal baggage” refers to The Insured’s personal baggage which are brought along or are additional by purchased for personal purpose during his trip including his asset, clothes and personal belongings in the baggage.

“Transporter” refers to Commercial airline, train, ocean liner, ferryboat, coach, bus which insured has used for his travel.

“Theft” refers to Dishonest appropriation of property belonging to another or property which another is the joint owner.

“Robbery” refers to Theft by doing act of violence or threatening to do any act of violence.

“Gang Robbery” refers to Robbery committed by three persons or more.

Coverage

The company shall indemnify the loss or damage of the personal baggage of the insured which arising from.

1. The mistake of the transporter or the hotel’s staff.
2. Robbery, gang robbery or any action which use the violence.
3. Theft with forcible entry to the Insured’s hotel room or accommodation

The company shall compensate the insured for the excess of expenses that the insured can claim from the other source. The company will choose only one method to compensate :

- Repair or
- Replace or
- Cash for actual cost (exclude it’s profit).

The company shall compensate the insured not exceeding the amount specified in the policy schedule.

Claims for Loss or damage of baggage and personal effect

1. Police Report.
2. Transporter or hotel's report.
3. Document to show the compensation from the transporter or the hotel.

Exclusion

This insuring agreement does not cover loss or damage of baggage arising from.

1. Loss or damage occasioned by or in consequence of the wear and tear including the damage from animal bites or the damage from any modification and reparation.
2. Loss or damage on baggage due to custom or police seizure.
3. Loss or damage on baggage left in public without care.
4. Loss of or damage to silver, gold, jewelry, works of art, medals, money, bank note, credit card, bank card, cheque, book of account, glass work, recorded data in diskette or any related stuffs, mobile phone.