



ประกันภัยการเดินทางเข้าในประเทศไทย
Inbound Travel Insurance

Insurance Policy

Sawasdee Thailand*

*Sawasdee Thailand is the marketing name for
Inbound Travel Accident Insurance



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



Individual Inbound Travel Insurance Policy

In reliance upon the statement made in the proposal for 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 insuring agreements, exclusions, general conditions and attached endorsements of this Insurance Policy, the Company agrees to the Insured as follows;

Section 1 – Definition

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

Insurance Policy	means	policy schedule, term and conditions, insuring agreement, exclusions, endorsed document, special condition, application, certification, insurance endorsement and other declaration that the Insured has signed as a part of the Insurance Policy
Company	means	AXA Insurance Public Company Limited as the insurer of this Insurance Policy
Insured	means	the person named as Insured in the policy schedule and/or endorsements as a person is covered under this Insurance Policy



Accident	means	an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured
Injury	means	bodily injury which is caused directly and solely by an accident and is independently from other causes
Sickness	means	symptom, irregularity , illness or disease occurred to the Insured unexpectedly ,acute and independently from other causes after this Insurance Policy is in force.
Deductible	means	the first fixed amount which the Insured is responsible for paying according to insuring agreement or endorsement(if any) per each accident.
Physician	means	a person who graduated medical sciences and is legally licensed with the medial council to provide medical treatment or surgery within the territory he/she is licensed
Nurse	means	a person legally licensed to perform nursing duties with the nurse council
Inpatient	means	a person who require medical treatment in hospital or medical center continuously not less than 6 hours and is registered as an in-patient based on diagnosis and advice of physician in accordance to standard of medical practice for the period the suitable for such injury or sickness, including the



		circumstance that “inpatient” die before six (6) hours after hospitalized
Outpatient	means	a person who receives medical treatment in a hospital out-patients department or emergency room of Hospital or medical center or clinic without the need (according to medical necessity) to be accommodated in a hospital bed
Hospital	means	A medical facility which is open for medical treatment and can provide overnight accommodation to its patient and provided with sufficient facilities and medical personnel and full range of services especially rooms for major surgery and duly permitted to registered as “Hospital” pursuant to related law of such territory
Medical Center	means	a medical center which is open for medical treatment and can provide overnight accommodation to its patient and duly permitted to registered as “Medical Center” according to the law of such territory
Clinic	means	a modern type clinic which is open for medical treatment and diagnosis by the physician without overnight accommodation and duly permitted to registered as “Medical Center” according to the law of such territory
Medical Standard	means	international rules or practices of modern medical service that creates suitable treatment for the patient according to the medical necessity and



		correspondent with the summary from the injury and sickness background, finding, autopsy result or others (if any)
Medical Necessity	means	medical treatment which meets the following conditions: (1) in accordance with the diagnosis and treatment for such illness or injury of the patient; (2) in accordance with medical indication of current medical standard; (3) not primarily for the convenience of the patient or his/her family or treatment provider solely; and (4) in accordance with the suitable standard of patient care based on the necessity of injury or sickness of patient
Pre-existing Condition	means	a disease (including complications), symptom or abnormality occurred to the Insured within 12 months before the trip which is sufficiently significant that the Insured would seek a diagnosis, care or treatment or a physician would be able to provide diagnosis, care or treatment.
AIDS	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.

Policy Year means a period of one year from the commencement date or the subsequent annual anniversary thereafter

Emergency Assistance Provider means an organization, juristic person or representative of emergency assistance provider who is authorized by the Company to provide emergency assistance during trip duration or other services as state in the Insurance Policy to the Insured

Trip Duration means each travel durations of the Insured, which is covered under this Insurance Policy, starting and ending within the insurance effective period.

In case of the Insured is the person traveling to Thailand(Inbound)

The coverage shall start when the Insured arrives Thailand or start date as specified in policy schedule, whichever later, and continuous until the



Insured depart Thailand or end date as specified on policy schedule, whichever earlier, unless otherwise specified in this Insurance Policy.

The arrival and departure from Thailand are marked when the Insured completes all immigration process.

Terrorism

means

an act, including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

Customary and reasonable medical charge

means

medical treatment cost and/or any reasonable expense upon comparing with service of the hospital or medical center or clinic charged to general patient of the hospital or medical center or clinic where the Insured has received treatment.



Section 2 –General Terms and Conditions

1. Insurance Contract

This insurance contract is executed based on the reliance on the statement declared by the Insured in the application form and additional declaration (if any) duly signed by the Insured as evidence to accept such Insurance Policy according to the insurance contract; this Insurance Policy is thus issued by the Company as evidence.

In case of the Insured has already known but provided false statement 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 higher premium or refuse to execute insurance contract. In this regard, this insurance contract shall become void pursuant to Section 865 of 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. Completion and Alteration of Contract

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

3. Period of insurance

The Insurance Policy shall provide the coverage for the Insured according to definition of “**Trip Duration**” for every trip during the period of insurance

3.1 In case of a single trip policy, the period of insurance shall be as specify on policy schedule, unless otherwise specified in this Insurance Policy.

3.2 In case of annual policy for multiple trips, the maximum coverage for each trip shall not exceed 180 days, unless otherwise specified in this Insurance Policy.

In case of medical emergency, hi jack, mechanical problem of the aircraft which cause the Insured to be unable to travel back on planned schedule, the Insurance Policy will automatically be extended until the period based on definition of “**Trip Duration**” is completed.

4. Report of Accident and Claim

The Insured, beneficiary or representative of the said person, as the case maybe, must inform the Company in case of injury, loss or damage that could cause the claiming for benefit coverage 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 documents 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.

5. Beneficiary

The Insured can specify the beneficiary. In the event of Insured's death, the Company will pay compensation under this Insurance Policy to the named beneficiary. If name of the beneficiary is not specified, the Company will pay compensation to the estate of Insured.

In the case that there is only one beneficiary named in the Insurance Policy and the beneficiary died before or at the same time of the Insured, the Insured must inform the Company in writing for the change of beneficiary. If this is not done or cannot be done, the Company will pay compensation to the estate of Insured upon the Insured's death.

In case the Insured named more than one person as beneficiary and any beneficiaries die before the Insured, the Insured must inform the Company in writing for the change of beneficiary or the change of the benefits to the rest beneficiaries. If this is not done or cannot be done, the Company will pay compensation to the rest of persons named as beneficiary equally upon the Insured's dead.

6. 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, at the expenses of the Company, and such autopsy is within the limit of law or religious doctrine.

In case the Insured, beneficiary or their representative, 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.

7. 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. 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 receives 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.

8. The limitation of liability during the insurance period

Throughout the insurance period, the Company shall compensate under insuring agreement : Loss of life, Dismemberment, Loss of sight or Total Permanent Disability due to Accident not exceed the amount stated in the policy schedule. If the Company has not fully compensated under insuring agreement: Loss of life, Dismemberment, Loss of sight or Total Permanent Disability due to Accident, the Company shall cover to the end of insurance period for the balance of sum insured stated in insuring agreement and/or the endorsement. (If any)

9. Arbitration

In case of dispute, contradictory, or any claim under the Insurance Policy between the Insured and the Company. If the Insured 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).**

10. Automatic termination

The Insurance Policy will be terminated automatically when the Insured is imprisoned by lawful authority.

11. Premium Payment and Premium Refund

11.1 The premium must be paid promptly or prior to the effective date of the Insurance Policy.

11.2 In case of a single trip policy, the Insured will not be entitled to premium refund if the cancellation was done after the issuance of Insurance Policy unless the Insured receives VISA rejection from the embassy because of this Insurance Policy. The evidence for VISA rejection from the embassy is required and the Insured must notify the company prior to the effective date of the Insurance Policy.

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



11.3.1 The Company shall have the right to cancel the Insurance Policy by giving written notice not less than fifteen (15) days in advance by registered mail to the Insured's last known address. In such event, the Company shall refund the paid premium to the Insured after premium deduction for the covered period of the Insurance Policy on a pro rata basis.

11.3.2 The Insured shall have the right to cancel the Insurance Policy by giving written notice to the Company and shall be entitled to receive a premium refund after premium deduction for the covered period of the Insurance Policy on a short rate basis as per table of short-term premium rate:-

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

Cancellation of Insurance Policy according to this condition regardless by any party, the entire Insurance Policy must be terminated. It is not possible to select termination only any part of coverage during the Policy Year.



The Insured will not be entitled to any premium refund if the request for Insurance Policy cancellation is filed after a claim has been made.

12. 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.

14. Fraudulent claim

Any claim under this Insurance Policy filed with the fraudulent intention or present false document including any injury or illness intentionally happened for the purpose of claim payment under this Insurance Policy, the benefits under this Insurance Policy will be void. All benefits claimed fraudulently and received 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 the following reason;

1. Suicide, attempted suicide or self-inflicted injury.
2. War, invasion, act of foreign enemies or warlike (whether declared or not), or civil war which is a war between citizen of the same country, insurrection, rebellion, riot, strike, civil commotion, revolution, coup d'état, martial law announcement or any incident causing the announcement or maintenance of martial law.
3. Terrorism.
4. 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.
5. Explosion of radioactivity or nuclear component or other hazardous material which may cause explosion in nuclear process.
6. While the Insured serves as a soldier, police, or a volunteer and participates in war or crime suppression.
7. While the Insured is taking part in a brawl or taking part in inciting a brawl.
8. While the Insured is at the oil rigs, offshore petroleum drilling platform or underground mining.



Section 4 - Insuring Agreement

Subject to general conditions, insuring agreement, exclusions 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 in the policy schedule only.



Insuring Agreement

Loss of life, Dismemberment, Loss of sight or Total Permanent Disability due to Accident

Definitions

Dismemberment means the loss of body organ from the wrist joint or ankle joint and shall inclusively mean total loss of usage of such organs with clear medical indication that such organ will never be able to function at any time in the future.

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

Total Permanent Disability means 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 and such permanent disability prevent the Insured to perform 3 or more activities of daily living by himself/herself.

Activities of Daily Living(ADL) means the ability to perform 6 types of daily self-care activities which is a term used in healthcare to assess the patient. The Activities of Daily Living consist of

- (1) The ability to move refer to the ability to move from chair to bed without the help other person or equipment.
- (2) The ability to walk or move refer to the ability to move from one room to another without the help of other person or equipment.



(3) The ability to dress refer to the ability to put on and take off clothes without the help of other person or equipment.

(4) The ability to clean refer to the ability to wash body in a bath or shower including the ability to get to and from the bathroom without the help of other person or equipment.

(5) The ability to eat food refer to the ability to eat food without the help of other person or equipment.

(6) The ability to excrete refer to the ability to get to and from the toilet, using it appropriately, and cleaning oneself without the help of other person or equipment.

Coverage

This Insurance Policy covers any loss or damage due to bodily injury of the Insured caused by an accident during the trip duration and such accident lead to loss of life, dismemberment, loss of sight or total permanent disability of the Insured within one hundred and eighty (180) days commencing from the date of accident or the injury causes the Insured to receive continuous medical treatment as an in-patient in a hospital or a medical center and subsequently death, the Company will compensate in accordance with the sum insured stated in the policy schedule as follows:

100% of the sum insured	for loss of life
100% of the sum insured	for total permanent disability which there is a clear medical indication that the Insured suffers a total permanent disability, or the Insured receive medical treatment for not less than twelve (12) consecutive months



	after the accident date in the event of no medical indication.
100% of the sum insured	for loss of both hands from the wrist joint, both feet from 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 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 which has the highest amount.

The Company shall compensate the consequence result occurred according to this insuring agreement in aggregate not exceeding the sum insured stated in the policy schedule. If the Company has not paid up to such maximum amount of sum insured, the remaining benefit is still valid until the expiry of the policy period.



Specific Exclusions(only apply to Insuring Agreement: Loss of life, Dismemberment, Loss of sight or Total Permanent Disability due to Accident)

This Insurance Policy does not cover

1. Loss or damage arise from, or in consequence of following causes; (Unless the coverage is extended and stated in the endorsement):

1.1 Any action of the Insured while under the following condition

- (1) Under the influence of addictive drugs or narcotic drugs to the extent of being unable to control one's mind or**
- (2) Under the influence of alcohol which have blood/alcohol level of 150mg percent and over or**
- (3) Under the influence of alcohol to the extent of being unable to control one's mind in the event of no blood test for alcohol, addictive drug or narcotic drugs and the Insured is under the influence of those substances to the extent of 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 150mg percent and over.(150 milligram of alcohol is found in 100 milliliter of blood)

1.2 Parasite infection except epidemic disease covered under this Insurance Policy, pyogenic infections or tetanus, or rabies from a wound suffered as a result of an accident or epidemic disease covered under this Insurance Policy

1.3 Abortion unless such abortion is directly a result of accident

1.4 Replacement of or new sets of dentures, dental crowns, artificial denture

1.5 Backache as a result of Disc herniation, Spondylolisthesis, Degeneration disc disease or Spondylosis, Spondylitis and Spondylolysis, except if there is a fracture or dislocation of spinal as a result of an accident.

2. Loss or damage occurred at the time as follows; (Unless the coverage is extended and stated in the endorsement)



- 2.1 While Insured is hunting, racing of all kinds of car or boat, horse racing, ski racing including jet-ski, skate racing, boxing, parachuting (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, climbing or hiking that requires tools or diving with oxygen tank and breathing equipment under water.**
- 2.2 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.**
- 2.3 While the Insured pilots or works as a crew in any aircraft.**

Claiming for Death Benefit

The Insured, beneficiary or representative of the said person, as the case maybe, is required to send the following documents to the Company within 30 days commencing from the date of Death, Dismemberment, Loss of sight or Total Permanent Disability at their own expense.

1. The Company's claim form
2. Death Certificate
3. Copy of Autopsy Report certified by an officer on duty responsible for the case or the department issuing the report.
4. Copy of Police Report certified by the officer on duty responsible for the case.
5. Copy of ID card and House Registration with the mark as "Death" of the Insured.
6. Copy of ID card and House Registration of the beneficiary
7. Copy of the Insured's passport and/or any travel document of the Insured.
8. Any required document as deemed necessary

Claiming for Total Permanent Disability or Dismemberment from an accident

1. The Company's claim form.
2. Medical Certificate confirming total permanent disability or dismemberment
3. Copy of the Insured's passport/or any travel evidence.
4. Any required document as deemed necessary



Non submission of documents 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.



Insuring Agreement Medical Expense due to Accident or Sickness

Definition

Alternative means Examination, treatment or preventive health care
Medicine practices such as traditional Thai or Chinese herbal medicine, and similar which is not considered as modern medicine

Coverage

This Insurance Policy covers the injury of Insured caused by accident or sickness which is sudden and unforeseeable during trip duration in Thailand and require the Insured to receive medical treatment as inpatient or outpatient. The Company shall compensate the Insured the actual medical expenses incurred which are customary and reasonable medical charges based on the medical necessity and medical standard but not exceed the amount specified in the policy schedule.

The covered medical expense as follow

1. Physician fee
2. Medicine, intravenous infusion cost, blood and blood component including expenses in separation, preparation and analysis for blood or blood component transfusion, laboratory test and pathology, radiological diagnosis, other special diagnosis method including physician reading fee , expenses related to the use or provision of service for medical tools and equipment outside the operation room, non-reusable medical supplies (medical supplies 1), operation room and equipment inside excluding special nurse during admission as inpatient in hospital or medical center.
3. Cost of ambulance for medical emergency to transport the Insured to and from a hospital or a medical center and such transportation is considered medical necessity.
4. Take home drugs prescribe based on medical necessity but not over fourteen (14) days.
5. Cost of ICU room or standard single room including food provided for the patient by the hospital or medical center and daily nursing service fee.



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

Specific Exclusions (Only Apply to Insuring Agreement: Medical expense due to Accident or Sickness)

1. **Pre-existing condition.**
2. **Any action of the Insured while under the following condition**
 - (1) **Under the influence of addictive drugs or narcotic drugs to the extent of being unable to control one's mind or**
 - (2) **Under the influence of alcohol which have blood/alcohol level of 150mg percent and over or**
 - (3) **Under the influence of alcohol to the extent of being unable to control one's mind or in the event of no alcohol blood test.**

The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150mg percent and over.(150 milligram of alcohol is found in 100 milliliter of blood)

3. **Examination or treatment for congenital abnormalities.**
4. **Any beautification treatment such as treatment for acne, freckles, dandruff, weight reduction, hair transplant, 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.**
5. **Treatment related to pregnancy, miscarriage, child delivery, complication of pregnancy, infertility service (including analysis and treatment), sterilization or birth control.**
6. **Medical treatment for sign and symptom related to the mental disorders, mental illness, behavioral disorder or personality disorder including attention deficit hyperactivity disorder (ADHD), autism, stress, eating disorder or anxiety and drug addiction or psychiatric disorder from genetic.**



7. **AIDS or venereal disease or sexually transmitted disease(STD).**
8. **Any treatment which is not considered a modern medicine, including alternative medicine e.g. acupuncture, natural therapy, massage or chiropractic, etc.**
9. **Orthosis and prosthesis such as crutches, glasses, hearing aid device, speech device and all kind of defibrillator.**
10. **Treatment or surgery relating to dental or gum e.g. denture, crowns and bridges, root treatment, filling, orthodontic, scaling, extraction, except the necessary dental treatment after an accident. This does not include the expense for dental reconstructive treatment, orthodontics, crowns, scaling or polishing, filling, or dentures.**
11. **Any medical treatment or surgery for injury or sickness incurred for the purpose of reaping benefit from this Insurance Policy.**
12. **Medical expenses incurred from the physician who is the Insured or parents, spouse, or child/children of the Insured.**
13. **Vaccination or Immunization except rabies vaccine after animal attack and tetanus vaccine after injury which covered under this Insurance Policy.**
14. **Any injury occurred while Insured is hunting, racing of all kinds of car or boat, horse racing, ski racing including jet-ski, skate racing, boxing, parachuting (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, climbing or hiking that requires tools or diving with oxygen tank and breathing equipment under water.**
15. **Any injury occurred 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.**
16. **Any injury occurred while the Insured pilots or works as a crew in any aircraft.**
17. **Any injury occurred while the Insured works in high risk area or engaged in the work requiring use of machinery**



Claim for medical expenses

The Insured, beneficiary or representative of the said person, as the case maybe, is required to send the following evidences to the Company within 30 days after discharge from the hospital, medical center or clinic at the expense of the Insured.

1. The Company's claim form
2. Physician's report stating the symptoms, diagnosis and the treatment
3. Receipt and invoice showing the itemized medical expenses
4. Copy of the passport and/or travel document of the Insured
5. Any required document as deemed necessary

The receipt with itemized medical expense must be the original receipt. The Company will return the original receipt remark the paid amount, so that the Insured can claim the remaining balance from other insurers. If the Insured received reimbursement from the government, other welfare or other insurers, the Insured may submit a copy of the receipt showing the amount paid by the government or other welfare and claim the remaining balance from the Company.

Non submission of documents 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.

***Remark:** This insuring agreement shall not be valid if the Insurance Policy already contain insuring agreement: Medical Expenses due to Accident*



Insuring Agreement Third Party Liability

Definition

Family member	means	1. Legal spouse of the Insured 2. Legal children of the Insured
Immediate family member	means	Family member, parents, grandparents, siblings and parent-in-law of the Insured
Third party	means	any person other than immediate family member or family member of the Insured, person reside with the Insured, employee during the course of work, including person who travel with the Insured and partner of the Insured
Death, bodily injury, sickness and health condition	means	death, bodily injury, sickness including damage to health condition arising from accident excluding psychological trauma
Loss and damage to property	means	physical damage of property whether a part or the whole arising from accident
Litigation expense	means	court fee, lawyer fee and other expenses for the contention paid by the Insured subject to the written consent from the Company

Coverage

This Insurance Policy covers legal liability to third party which accidentally occurs during the trip duration specified in the policy schedule. The Company shall compensate the actual amount of damage incurred but not exceeding the sum insured stated in the policy schedule for death, bodily injury or damage to health condition or loss or damage



to the property of third party arising from accident including the litigation expense subject to the written consent from the Company.

Additional Terms and Condition(Only Apply to Insuring Agreement: Third Party Liability)

1. Duty of the Insured in the event of claim

In the event which could cause claim for compensation under this insuring agreement, the Insured must;

1.1 Notify the Company without delay.

1.2 Pass the case to the Company immediately after receipt subpoena or judicial order in the event that the Insured is sued for legal liability to third party which covered under this insuring agreement.

1.3 The Insured must not agree or promise to compensate to third party, other person, injured person or take any action which could cause prosecution or take legal proceeding without consent of the Company, unless the Company have failed to take action with such claim in a proper time frame after received the notification from the Insured.

1.4 The Insured must provide the claim detail and assist the Company in settlement of any compensation, defense or prosecution.

2. Duty of the Insured to prevent

The Insured must prevent and take proper precaution to avoid any accident and must comply with legal provision and government officer's regulation.

3. Subrogation

The Insured, at the expense of the Company, must take any necessary procedure required by the Company, either before or after received compensation from the Company in order to preserve the rights of subrogation from third party.

4. Company's right

The Company has the right to defend and compromises on behalf of the Insured for any claim.

5. Liability average if the Insured has more than one insurance

If the Insured has insurance with other insurer which has the same coverage of third-party liability as this insuring agreement at the time of the incident of claim, the Company shall share the compensation for damage, litigation expense and other expense with other insurers proportionally.



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

This Insurance Policy does not cover the liability arising from or related to or caused directly and indirectly from the following reason

- 1. Any loss or damage including injury of the person who is not third party.**
- 2. Any loss or damage to property of the Insured or in possession or legally supervised by the Insured.**
- 3. Any loss or damage related to the liability claimed subject to any contract made by the Insured and the liability shall not incur in the absence of the contact.**
- 4. Any loss or damage caused by willful or malicious or unlawful act of the Insured.**
- 5. Any loss or damage arising from ownership or in possession of all kinds of vehicle including machine or any engine pushed or pulled by vehicle, aircraft, pistol, pet, land or building or any damage arise from the negligent supervision of the Insured.**
- 6. Liability arising from trade or professional activities or failure to render business.**
- 7. Any loss or damage caused by the action of the Insured while having mental illness or sign of mental illness including while the Insured is taking part in a brawl or inciting a brawl.**
- 8. Any liability arising from court judgment which is not the decision of The Thai Court or effected or consecutive execution outside Thailand territory.**

Claiming for benefit

The Insured is required to send the following evidences to the Company within 30 days at the occurrence of the third-party liability at the expense of the Insured.

- 1. The Company's claim form**
- 2. Copy of the Insured's passport and/or traveling document of the Insured**
- 3. Copy of Police officer's daily report at the scene of action**
- 4. Any required document as deemed necessary**

Non submission of documents 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.

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