

26/5-6 อาคารอรกานต์ ถนนชิดลม แขวงลุมพินี เขตปทุมวัน กรุงเทพฯ 10330 26/5-6 Orakarn Building, Chidlom Road, Lumpini, Pathumwan, Bangkok 10330 โทรศัพท์/Tel. 0-2257-8000 โทรสาร/Fax. 0-2253-3701, 0-2253-4222 ฝ่ายสินไหม/Claims Services โทรศัพท์/Tel. 0-2257-8080 โทรสาร/Fax. 0-2655-0143 ทะเบียนเลขที่ 0107536000854 เลขประจำคัวผู้เสียภายี 0107536000854

TRANSLATION

GO HAPPY TRAVEL INSURANCE (Inbound Travel Insurance)

(The English language used in this policy is merely a translation of Thai version.)

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 subject to General Conditions, Insuring Agreements, Exclusions, and attached Endorsement of this insurance Policy, the Company agrees to the Insured as follows:

General Conditions

- 1. Definitions: Applicable to this Insurance Policy and Endorsement attached.
 - 1.1 "Company" refers to the Company issuing this Insurance Policy.
 - **1.2** "**Policyholder**" refers to the person named as Policyholder in the Policy Schedule who arranges this insurance for the benefits of the Insured.
 - **1.3** "**Insured**" refers to the person named as Insured in the Policy Schedule and/or attachment who is covered under this policy.
 - 1.4 "Schedule" refers to the Schedule of this insurance Policy
 - **1.5** "Accident" refers to an event which happens suddenly from external means 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.
 - **1.7 "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.
 - **1.8** "Any Loss or Injury" refers to bodily injury suffered by the Insured as a result of an accident and which causes death, dismemberment, loss of sight, disability, or requires the Insured to be medically treated.
 - **1.9** "**Period of Journey**" refers to each journey of the Insured which is covered under this Policy starting and ending within the insurance effective period

In case the Insured travels to Thailand (Inbound Tour): The coverage starts when the Insured has arrived Thailand and continues until departure from Thailand unless agreed or stated otherwise in the policy. Arrival to or departure from Thailand is marked when the Insured completes all immigration process.

- **1.10 "Hot Line Services"** means A private organization authorized by the Company to provide services to the Insured.
- 1.11 "Terrorism" means An act of using 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), which is done for or in connection with 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.

2. Completeness of the contract and changes in the Insurance Policy

This Insurance Policy together with the Insuring Agreements and Endorsements 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.



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3. Report of Accident

The Insured, the Policyholder, the beneficiary or the representative of the said person, whichever the case may be, must report the accident to the Company without delay. In the event of death, an immediate notice must be made to the Company unless it can be proved that the circumstances make it impossible to do so and the notification is given to the Company as early as possible.

4. Proof of Loss

In claiming for compensation, the Insured, the Policyholder, the beneficiary or the representative of the said person, whichever the case may be, must furnish all necessary evidences as required at his own expense to the Company.

For death or disability claims, the evidence stated above must be given to the Company within 30 days from the date of death or the commencement of the disability. For other types of compensation, the evidence must be furnished within 180 days from the date of accident. 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.

For medical expenses claim, the original receipt must be presented. The Company will return the original receipt if it is not fully paid noting the amount already paid, so that the Insured can claim the balance from other Insurers, if any. If the Insured receives reimbursement from the government or other welfare, the Insured may submit a copy of the receipt together with the original statement showing the amount paid by the government or other welfare and claim the balance from the Company in accordance with Policy Conditions.

5. Medical Examination

The Company has the right to require a medical examination of the Insured including the autopsy if necessary during the process of claim consideration.

6. Indemnification

Compensation for death will be paid to the beneficiary. Other types of compensation will be paid to the Insured within 15 days after receipt of complete and proper proof of loss.

In case of a claim that requires further investigation, the period shall be extended but not over 90 days after all documents received by the Company.

The burden of proof for denying any claim under this Item lies on the Company. The Insured or the beneficiary must give all relevant facts in order to facilitate the claims process of the Company.

If the Company cannot pay the benefit within this specified time, a penalty charge of 15% per annum will be exercised.

7. Limit of Liability

During the insured period, the Company is not liable to compensate, as a result of the Insuring Agreement No. 1, any amount in excess of the amount specified in the Schedule. Whenever compensation under Insuring Agreement No. 1 is paid in full, the coverage remains on the Policy is only that under Insuring Agreement No. 2 and No.3 (if any).

8. 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 judged by arbitration according to the Arbitrating Regulation governed by the Department of Insurance.

9. Automatic Termination of the Contract

This Insurance Policy shall be automatically terminated should the Insured be imprisoned by lawful Authority.



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10. Precedent Condition

The Company shall not be liable to compensate the Insured or other party under this insurance policy unless the Insured has complied with the insurance contract and the Conditions of this Policy.

EXCLUSIONS

This insurance does not cover

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

1.1. 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 150mg percent and over.

1.2. Commit suicide, attempted commit suicide, self-inflicted injury or attempted self-inflicted injury, whether by oneself or let other people commit it, whether while the insured is insane or not, including accident arises while the insured takes, drinks or injects medication, or intoxication substance goes into the insured body, and overdose of prescriptions.

1.3. Infections, parasite, except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.

1.4. Injury, physical or psychiatric/psychological disorders which is existing or pre-exist before the policy effectiveness.

1.5. 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.

1.6. Any treatment related to pregnancy, including childbirth, miscarriage and any complication associated with pregnancy, childbirth and miscarriage, infertility treatment (including diagnosis and treatment), sterilization or contraception.

1.7. Miscarriage and abortion.

1.8. Dental care, root canal treatment, except necessary treatment within 7 days following an accident.

1.9. Dentures, crown, troprostodontic

1.10. Food poisoning.

1.11. Backache as a result of Herniated Disc, Prolapsed Disc, Subluxation or Spondylolisthesis, Degeneration or Spondylosis except if there is a fracture or dislocation of spinal cord as a result of an accident.

1.12. Any journey against the Doctor's opinion or journey for medical or treatment purpose.

1.13. War, invasion, act of foreign enemy, hostilities or warlike operations whether war be declared or not, or civil war, mutiny, rebellion, insurrection, civil commotion, strike, riots, revolution, declaration of martial law or any circumstance causing a declaration of martial law.

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

1.15. Explosion of nuclear or nuclear components, or any harmful object which can explode during nuclear process.

1.16. Violate the law, against the rule or prohibition of the government or does not follow warning of the place.

1.17. Terrorism.

2. Loss or Injury which occurs:

2.1. Injury arises while the Insured participates in all kinds of car and boat racing, horse racing, all kinds of ski racing including jet ski, skate racing, boxing, parachute jumping (except for life saving), while boarding or unboarding or traveling in hot-air balloon or gliding, bungee jumping, diving with oxygen tank and breathing apparatus.



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2.2. Injury arises while the Insured is riding or being a passenger on a motorcycle.

2.3. Injury arises while the Insured boarding or unboarding or traveling in an aircraft which is not registered for carrying passengers and not a commercial airlines.

2.4. While the Insured pilots or works as a crew in any aircraft.

2.5. While the Insured is taking part in a brawl or taking part in inciting a brawl.

2.6. While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the

arrest.

2.7. While the Insured is occupying addictive drugs or narcotic drugs.

2.8. While the Insured is traveling to any place that has been declared by the state agency that the place does not safe

for traveling.

2.9. Injury arises while the Insured serves as a soldier, police, or volunteer, or participates in a war or crime suppression.

2.10. While the Insured enters or resides in Thailand illegally.

2.11. While the Insured is at the country or territory where is excluded under the Policy as stated in the Policy Schedule and/ or attachment (if any).

Section 4 – Insuring Agreement

Under obligation, general conditions and terms, insuring agreement, exclusions and endorsements, and in compensation for the premium paid by the Insured, the Company agreed to provide coverages to the Insured as follows:



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Insuring Agreement

1. Accidental Death, Dismemberment, Loss of Sight, Total Permanent Disability due to accident

Definitions

Dismemberment means the loss of body organ from the wrist joint or ankle joint, and including the total loss of use of those organs, which according to the medical indication, will never be able to function at any time.

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

Permanent Total Disability means disability to the extent of being unable to perform the normal duty in the insured's occupation or any other occupation totally and permanently.

Coverages

This section covers loss or damages arising out of an accident, causing bodily injury to the insured resulting in loss of life, dismemberment, loss of sight or permanent total disability within 180 days from the date of accident, or the injury causes the insured to receive continuous treatment as an in-patient in a hospital or a medical center, and die later because of such injury, the Company will compensate as follows:

| 1. | 100% of The Sum Insured | For Loss of Life |
|----|-------------------------|------------------------------------------------------------------------------------|
| 2. | 100% of The Sum Insured | For Permanent Total Disability which continues for not less than 12 Months |
| | | after the accident date, or there is a medical indication clearly stated that the |
| | | insured suffers a permanent total disability. |
| 3. | 100% of The Sum Insured | For loss of both hands from wrist joint, or both feet from ankle joint, or loss of |
| | | sight in both eyes. |
| 4. | 100% of The Sum Insured | For loss of one hand from wrist joint and one foot from ankle joint. |
| 5. | 100% of The Sum Insured | For loss of one hand from wrist joint and loss of sight in one eye. |
| 6. | 100% of The Sum Insured | For loss of one foot from ankle joint and loss of sight in one eye. |
| 7. | 60% of The Sum Insured | For loss of one hand from wrist joint |
| 8. | 60% of The Sum Insured | For loss of one foot from ankle joint |
| 9. | 60% of The Sum Insured | For loss of sight in one eye |

The Company will pay in accordance with these coverages, only 1 highest benefit.

For the whole policy period, the Company will compensate the insured in total not more than the amount stated in the Policy Schedule. If the Company has not fully paid the insured, the Company will still provide cover until the policy expiration, the amount of which is equal to the balance left of the sum insured.



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Insuring Agreement

2. Medical Expenses caused by an accident

Coverages

If the Insured sustains injury caused by an accident and requires him/her to receive medical treatment by a legally licensed physician or surgeon, or requires treatment by licensed nurse, the Company shall compensate the Insured according to the actual medical expense, hospital charges or nurse fees, except individually-hired-nurse fees, incurred within 52 weeks from the date of accident, but not exceeding the amount specified in the Schedule.

If the Insured receives compensation from government or other welfare or from other insurer, the Company is responsible only for the excess amount, over that which is covered under the welfare or other insurer's policy

Insuring Agreement

3. Automatic Extension of Travel Period

Definition

Unforeseen/unexpected circumstance means

- 1. Adverse weather or force majeure/act of god
- 2. Mechanical Breakdown or derangement of the aircraft
- 3. The Insured is denied to board on the aircraft due to the over-booking of the airlines.
- 4. The Insured is injured.

Coverages

The Insurance Policy covers an automatic extension of Policy Period, if the return journey of the Insured is postponed resulting from an unforeseen/unexpected circumstance above, which is beyond the Insured's control. The Company will extend the period of insurance to cover the postponed period, for which the Insured does not have to pay additional premium. The extension of travel period due to injury of the Insured shall be under discretion of the Hot Line Services or treating doctor, but the extension for other covered reasons above shall not be more than 15 days.



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Insuring Agreement

4. Medical Evacuation or Repatriation caused by an accident

Coverages

While the policy is in force, if the Insured sustains bodily injury caused by an accident which happens suddenly and unforeseenably while traveling, and it is necessary to evacuate the insured with appropriate method according to Hot Line Services opinion or advice for proper medical treatment or for bringing the insured back to his/her Home Country. <u>Hot Line services shall help you to arrange the air and/or surface transportation, mobile medical equipment and assisting with communications (with multiple language capabilities). All actual evacuation or repatriation expenses incurred shall be borne by the Insured.</u>

Conditions

The Company and/or Hot Line Services reserve the right to consider as follows:

- 1. The injury of the Insured is a serious condition which requires emergency evacuation.
- 2. The suitable place for medical treatment for the Insured
- 3. The best suitable means of evacuation or repatriation, which depends on information or circumstance that the Company and/or Hotline Service are aware of at that time.

Insuring Agreement

5. Repatriation of Mortal Remains or Funeral Expenses caused by an accident

Coverages

While the Insured is being covered under this Insurance Policy, if he/she sustains death within 30 days after the date of injury caused by an accident which occurs suddenly and unexpectedly during the trip, Hot Line Services shall arrange for transporting the Insured's mortal remains to the Insured's Home Country or the place in Thailand where the Insured is normally living or arrange for cremation at the place of death. <u>Hot Line services shall help you to arrange for coffin,</u> <u>embalming, cremation at the place of death or the air and/or surface transportation and assisting with communications (with multiple language capabilities). All actual repatriation of mortal remains or funeral expenses incurred shall be borne by the Insured.</u>



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Insuring Agreement

6. Compassionate Overseas Visit

Coverages

The Insurance Policy covers Compassionate Visit if the Insured has to be admitted as an in-patient in a hospital or medical center abroad for more than 7 consecutive days, arising out of an injury during traveling abroad within the Policy Period provided that

- 1. the condition of the insured is not suitable for an evacuation, and
- 2. there is no close relative or friend accompanying the insured.

Hot line services shall help you to arrange for an economy class two-way airfare for the Insured's one close relative, or a friend for a compassionate overseas visit. All actual compassionate overseas visit expenses incurred ie. airfare shall be borne by the insured.

Coverage Condition

Hot line services will consider whether the compassionate overseas visit is necessary and affect the medical treatment, and the visit must be authorized by the Company or the Hot Line Services prior to such visit.