

## TRANSLATION

### Personal Accident Policy

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 the General Conditions, Insuring Agreements, Exclusions, and attached Endorsements of this insurance policy, the Company agrees to the Insured as follows:

**Coverage:** In accordance with the Insuring Agreement and Endorsement attached.

#### **General Conditions**

**1. Definitions:** Applicable to this Insurance Policy and Endorsements

- 1.1. "Company" refers to the Company issuing this Insurance Policy.
- 1.2. "Insured" refers to the person named as Insured in the Policy Schedule.
- 1.3. "Schedule" refers to the Schedule of this Insurance Policy.
- 1.4. "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.
- 1.5. "Injury" refers to bodily injury which is caused directly and solely from an accident and is independent from other causes.
- 1.6. "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.
- 1.7. "Partial Permanent Disability" refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation permanently but being able to perform other work for remuneration.
- 1.8. "Total Temporary Disability" refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation totally for a period of time.
- 1.9. "Partial Temporary Disability" refers to disability to the extent of being unable to perform part of the normal duty in the Insured's regular occupation for a period of time or as a result following relieved from total temporary disability but still unable to perform the normal duty in the Insured's regular occupation fully for a period of time.
- 1.10. "Deductible" refers to the amount of loss which is first borne by the Insured.
- 1.11. "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.

**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.

**3. Report of Accident**

The Insured, 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 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 the time specified below:

- 6.1 For loss under Insuring Agreements Items 1 and 4, the compensation shall be paid by the Company within 20 days after receipt of complete and proper proof of loss.



- 6.2 For loss under Insuring Agreement Items 2 and 3, compensation shall be paid every 4 consecutive weeks throughout the period of disability but totally not exceeding 52 weeks.

In the event the Company wishes to investigate a claim for compensation under Insuring Agreement, Items 6.1 or 6.2, the time so specified may be extended if necessary but in no event shall this total period be more than 90 days after all documents received by the Company.

For any claim for compensation under Insuring Agreement Item 6.2, the time extension is allowed only for the first payment. 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 settle the claim within the specified time limit, the Company is liable to pay the interest at 12 percent per annum of the amount due, calculated from the due date of the compensation.

**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. 4 (if any).

**8. Change of Occupation**

If the Insured suffers an injury while under a remunerated occupation which is considered more hazardous than which had been previously declared to the Company, the Company shall pay the compensation equal to the coverage amount of which the previously paid premium can buy for the new occupation.

If the Insured changes occupation to one which the Company considers as less hazardous, the Company will reduce the premium and refund it to the Insured on a pro rata basis as from the date of receiving such evidence of change.

**9. 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.

**10. Cancellation**

10.1 The Company may cancel this Insurance Policy by giving written not less than 15 days in advance by registered mail to the Insured at the last known address as declared to the Company. In such event, the Company shall refund the premium to the Insured on a pro-rata basis.

10.2 The Insured may cancel this Insurance Policy by giving written notice to the Company and shall be entitled to receive a refunded premium after deducting premium for the period that the policy has been in force according to the Short Period Schedule.

Short Period Schedule

Period (not over/month)	% 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

**11. Automatic Termination of the Contract**

This Insurance Policy shall be automatically terminated should the Insured be imprisoned by lawful Authority, for which the premium shall be returned to the Insured on a pro-rata basis.

**12. 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.

**Remark :** The English Language used in this Policy is merely a translation of Thai Version.





## TRANSLATION INSURING AGREEMENTS

The Company affords coverages only for the Insuring Agreement which has an amount of liability stated in the Schedule for that item.

This insurance covers any losses or injuries to the Insured arising from bodily injury, which is caused by an accident, giving results as follows:

### 1. Loss of life, Dismemberment, Loss of Sight or Permanent Disability

If the Insured sustains injury and it causes loss of life, dismemberment, loss of sight, loss of hearing, loss of speech, 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 in-patient in hospital and loss of life occurs later because of such injury, the Company shall pay compensation 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 continues not less than 12 months after the accident or if there is any medical indication that the Insured suffers 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 in one eye.
- 1.6 100% of the sum insured for loss of one foot from the ankle joint and loss of sight in 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 in one eye
- 1.10 50% of the sum insured for permanent loss of hearing or speech
- 1.11 15% of the sum insured for permanent loss of hearing in one ear
- 1.12 25% of the sum insured for loss of a thumb (two joints)
- 1.13 10% of the sum insured for loss of a thumb (one joint)
- 1.14 10% of the sum insured for loss of an index finger (three joints)
- 1.15 8% of the sum insured for loss of an index finger (two joints)
- 1.16 4% of the sum insured for loss of an index finger (one joint)
- 1.17 5% of the sum insured for loss of each finger (not less than two joints) other than a thumb and an index finger
- 1.18 5% of the sum insured for loss of a big toe
- 1.19 1% of the sum insured for loss of each toe (not less than one joint) other than a big toe

**Permanent dismemberment** refers to the loss of body organ from the wrist joint, 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.

For any one event, the Company shall compensate only one item under the Schedule, being that item has the highest limit except in the case of loss of fingers or toes according to items No. 1.12 to 1.19 and where the Insured cannot claim on items 1.1 to 1.9. In any event or policy period, all items combined cannot exceed the limit of liability stated in the Schedule.

In case a **Partial Permanent Disability** is incurred by the Insured which could not be compensated under item no.1.2 to 1.19, and it is not either Loss of Taste or Loss of Smell, the Company will compensate in accordance with the opinion of the Company's appointed doctor and in no case will compensation exceed 50% of the sum insured specified in the Schedule.

### 2. Total Temporary Disability

If the Insured sustains injury and it causes total temporary disability to the Insured within 180 days from the date of the accident, the Company shall compensate weekly indemnity for the amount stated in the Schedule during the disability period (maximum 52 weeks) less the deductible (if any).

The Company shall cease paying compensation immediately under this item, if the Company subsequently has to pay the compensation under the Insuring Agreement No. 1.

### 3. Partial Temporary Disability

If the Insured sustains injury and it causes partial temporary disability within 180 days from the date of accident, the Company shall compensate weekly indemnity for the amount stated in the Schedule during the disability period (maximum 52 weeks), less the deductible (if any).



The Company shall cease paying the compensation immediately under this item if the Company subsequently has to pay compensation under the Insuring Agreement No. 1 or No. 2.

#### 4. Medical Expense

If the Insured sustains injury and requires him to receive medical treatment by 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, less the deductible (if any).

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.

#### EXCLUSIONS

This insurance does not cover

1. Loss or Injury arising from/ or in consequence of the following causes:
  - A. Action of the Insured while under the influence of alcohol, addictive drugs, or 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.
  - B. Suicide or attempted suicide or self-inflicted injury.
  - C. Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.
  - D. 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.
  - E. Miscarriage and abortion
  - F. Dental care, root canal treatment, replacement of or new sets of dentures except necessary first aid treatment following an accident.
  - G. 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.
  - H. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike.
  - I. 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.
2. Loss or Injury which occurs :
  - A. While the Insured is hunting for animals, racing of all kinds of car or boat, horse racing, ski playing or racing, skate racing, boxing, parachute jumping (except for the purpose of life saving) , boarding or traveling in a hot-air balloon, gliding, bungee jumping, mountain climbing with equipment, or diving with oxygen tank and breathing equipment under water.
  - B. While the Insured is riding or traveling on a motorcycle.
  - C. 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.
  - D. while the Insured pilots or works as a crew in any aircraft.
  - E. While the Insured is taking part in a brawl or taking part in inciting a brawl.
  - F. While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest.
  - G. While the Insured serves as a soldier, police, or a volunteer and participates in war or crime suppression. If the time served is more than 30 days, the Company shall refund the premium from the date of service until such service is ended. After such time, the Insurance shall become effective again until the expiry date shown on the Schedule.



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### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

