

TRAVEL INSURANCE AND ASSISTANCE

INTRODUCTION

▪ WHO CAN PURCHASE THIS POLICY?

The policy is only available to persons who want to cover a journey as defined under the definition of “Journey” (see 1.12 of page 2).

▪ YOUR POLICY AND PREMIUM

When you apply for the policy by completing our application we will confirm with you such details as: the plan chosen, the Period of Insurance, your premium, and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the “Itinerary” we issue to you.

The premium we charge varies according to the plan chosen, the period of your Journey, and who you want to be insured. We tell you the total amount payable when you apply and if you purchase cover, the amounts due will be confirmed in your “Itinerary”.

The policy sets out the cover we are able to provide you with. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

If you have any queries, want further information about the policy or want to confirm a transaction, please contact the Persons Department (Travel Insurance service): (+856-21) 215903, 215162, 217598-99, 240284.

This Travel Insurance is underwritten by Assurances Générales du Laos (AGL) with services provided by Mondial Assistance (Thailand) Co., Ltd.

▪ WHO TO CONTACT FOR 24 HOURS EMERGENCY ASSISTANCE

Mondial Assistance is a worldwide travel assistance service company whose subsidiary company is Mondial Assistance (Thailand) Co., Ltd. You may contact Mondial Assistance 24 hours a day, 7 days a week. The contact details are:

+66 (0) 2305 8460 (Collect Call / Reverse Charges)

▪ OVERSEAS HOSPITALISATION OR MEDICAL EVACUATION

For emergency assistance anywhere in the world at any time the Mondial Assistance medical team is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, your evacuation home, locating nearest embassies and consulates, as well as keeping you in touch with your family and work in an emergency.

▪ IN THE EVENT OF A CLAIM:

IMMEDIATE NOTICE should be given to Mondial Assistance (Thailand) Co., Ltd. **+66 (0) 2305 8460**

▪ **PLEASE NOTE: FOR CLAIMS PURPOSES, EVIDENCE (ORIGINAL RECEIPTS) OF THE VALUE OF THE PROPERTY INSURED OR THE AMOUNT OF ANY LOSS MUST BE KEPT.**

▪ **CLAIMS PROCESSING**

We endeavour to process your claim within 10 working days of us receiving a completed claim form and all necessary documentation. If we need additional information, a written request will be sent to you within 10 working days.

▪ **POLICY EXCESS**

No excess applies to claims under this policy.

▪ **POLICY CANCELLATION**

If you decide that you do not want this policy, you may cancel this policy but we will not refund any part of your premium after the effective date of the policy.

TRAVEL INSURANCE AND ASSISTANCE

POLICY AND PREMIUM

This policy wording sets out the cover provided and the terms, conditions and exclusions which apply. You need to read it carefully to make sure you understand it and that it meets your needs.

This policy wording, together with the Itinerary and any written endorsements written by us together make up your contract with the Insurer. Please retain these documents in a safe place.

With respect to premium paid and any subsequent claim assessment, the decision to pay compensation to the Insured shall be based on the correctness of the information provided by the Insured Person and shall be dealt with the terms and conditions of the insurance policy.

1. DEFINITION OF WORDS:

- 1.1 The Company:** the Company of this travel insurance policy (Assurances Générales du Laos).
- 1.2 Policyholder:** the subscriber as named on the Itinerary who is the person who has applied for this policy.
- 1.3 Insured Person:** each person whose name is shown on the Itinerary.
- 1.4 Itinerary** is the document issued with the Insured Person's policy document detailing the subscriber, the persons insured, the Territorial Coverage and the Period of Insurance under this policy.
- 1.5 Accidental/Accident:** incident that occurs suddenly from non-intended or unexpected external factors.
- 1.6 Injury/injured:** physical harm resulting solely and directly from accidental, outward, violent and visible means.
- 1.7 Sickness:** A physical illness, disease or condition which first occurs during the Insured Person's Journey within the period of cover and which is not the consequence of an existing one.
- 1.8 Permanent Total Disablement:** disability to the extent of being unable to perform any work duty in the Insured Person's regular occupation or any other occupation totally and permanently.
- 1.9 Loss of Sight:** complete blindness that is permanently incurable.
- 1.10 Loss of Limb:** Total permanent loss or loss of use of a limb above the wrist or ankle joint which has been proven by a doctor.
- 1.11 Period of Insurance:** The period from the effective date or inception date until the expiry date shown on the Insured Person's Itinerary.
- 1.12 Journey:**

For residents of Lao PDR

- A two-way holiday or trip that takes place during the Period of Insurance, which begins when the Insured Person leaves their home in Lao PDR to commence their trip or on the effective date shown in the Itinerary (whichever is later) and ends either when the Insured Person gets back to their home in Lao PDR at the end of the trip or on expiry of the Insured Person's Period of Insurance (whichever is earlier), Or before if,
- When medically necessary, to a hospital or nursing home in Lao PDR for domestic trips within Lao PDR or for trips abroad, when medically necessary, to a hospital or nursing home in Lao PDR or in Thailand if there is no suitable hospital or nursing facility in Lao PDR. Or,
- A one-way trip, that takes place during the Period of Insurance, which begins when the Insured Person leaves their home in Lao PDR to commence their trip or on the effective date shown in the Itinerary (whichever is later) and ends either at the expiry date of the Insured Person's Period of Insurance or before if, when medically necessary, the Insured Person is sent home or to a hospital or nursing home in Lao PDR for domestic trips within Lao PDR or for trips abroad, the Insured Person is sent to home or to a hospital or nursing home in Lao PDR or to a hospital or nursing home in Thailand if the Insured Person is abroad and there is no suitable hospital or nursing facility in Lao PDR, whichever is earlier.

For non-residents of Lao PDR

A holiday or trip, which begins when the Insured Person enters Lao PDR (having passed Lao Immigration and hence officially recognized as having entered Lao PDR territory), and ends when the Insured Person leaves Lao PDR (having passed Lao Immigration and hence officially recognized as having exited Lao PDR territory)..

- 1.13 Territorial Coverage:** the geographical location in which the Coverage is effective as stated on the Itinerary, in which incidents are covered.
- 1.14 Abroad:** outside Lao PDR.
- 1.15 Home, usual place of residence:** the place where the Insured Person usually lives and resides.
- 1.16 Close relative:** The Insured Person's husband, wife, parent, parent-in law, son, daughter, brother, sister, legal guardian, and grandparent.
- 1.17 Close Business Associate:** any person whose absence from business for one or more complete days at the same time as the Insured Person's absence prevents effective continuation of that business.
- 1.18 AIDS:** acquired immune deficiency syndrome shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting syndrome or any disease or sickness in the presence of a positive test for HIV.
- 1.19 Mondial Assistance (Thailand) Co., Ltd. / Authorized Company:** The solely juristic person that has been authorized by the Company to provide assistance service to the Insured Person who is specified in the schedule.
- 1.20 Baggage:** Clothing and personal effects, suitcases (or similar luggage carriers) taken or purchased on a trip by The Insured Person for the Insured Person's own use during the trip including valuables but excluding personal money and personal documents.
- 1.21 Personal money:** Coins, banknotes, currency, travelers checks, travel/transport tickets, hotel and other holiday vouchers which can be converted into cash or replaced, petrol coupons, telephone cards, credit cards and magnetic cards.
- 1.22 Personal documents:** passports, identity papers and driving licenses.
- 1.23 Valuables:** jewelry, watches, items made of precious metals or precious stones, furs, leather ware goods, binoculars, telescopes, computer games and any kind of photographic, audio, video, computer television, fax, telephone, portable satellite and scuba diving equipment, films, tapes, cassettes, compact or computer discs and cartridges.
- 1.24 Pair or set:** A number of items of baggage that belong together or can be used together.

1.25 Single Article Limit: The maximum amount the Company is prepared to pay for a single item of baggage or pair or set.

1.26 Domestic trip and Inbound Trip means a journey within Lao PDR.

2. GENERAL CONDITIONS APPLYING TO YOUR POLICY:

2.1 The Coverage Person

The person entitled to coverage under this policy is the Insured Person(s) whose name(s) are specified in the Itinerary and who will be covered for the Period of Insurance as specified in the Itinerary.

2.2 Travel insurance is valid when:

- 2.2.1 The Insured Person's travel insurance policy only applies when the appropriate premium has been paid and the Company has received the Insured Person's premium.
- 2.2.2 The Insured Person's travel insurance policy is valid for the Period of Insurance shown on the Insured Person's Itinerary.
- 2.2.3 The Insured Person's travel insurance policy is valid within the Territorial Coverage as specified on the Insured Person's Itinerary.
- 2.2.4 The cover for cancellation is valid from the issue date shown on your policy Itinerary and ends when you start your Journey. The cover for the cancellation is not valid if the issue date shown on your Itinerary is later than the date you purchased your trip.
- 2.2.5 The cover for all other sections starts at the beginning of the Insured Person's Journey and finishes at the end of each Journey, but it will not be longer than the Period of Insurance shown on the Insured Person's Itinerary.
- 2.2.6 However, for trips Abroad, if the entire Journey exceeds 90 days or if the Insured Person's date of return or end of stay is not scheduled, the cover will automatically expire 90 days after the Insured Person's initial departure date. For Outbound Plan and Inbound Plan, if the entire Journey exceeds 30 days or if the Insured Person's date of return or end of stay is not scheduled, the cover will automatically expire 30 days after the Insured Person's initial departure.
- 2.2.7 The Company will extend the Insured Person's Period of Insurance free of charge until the Insured Person can reasonably finish the Insured Person's Journey if the Insured Person, or anyone travelling with the Insured Person, cannot finish his Journey as planned because they die, fall ill, are injured or there is a delay that cannot be avoided due to the public transport systems.

Travel insurance is valid when the Insured Person is:

- 2.2.8 Within the Territorial Coverage as specified in the Itinerary.

2.3 Coverage change

If the Insured Person needs to change the Insured Person's policy cover, please contact the Company representative or Authorized company and:

- Inform the Insured Person's name and the policy number shown on the Insured Person's policy Itinerary.
- Inform what changes the Insured Person wishes to make **before the Insured Person's Journey commences**. The Company can then deal with the Insured Person's enquiry and if, appropriate, adjust the Insured Person's premium.

2.4 Limitation of Responsibility

It is agreed and understood that hospital, medical providers, local medical providers or experts shall be made available by the Authorized Company, but are not the Company's or the Authorized Company's employees. Thus, the Company or the Authorized Company are not liable for any errors, actions or non-action of those persons.

2.5 Subrogation

In order for the Company to assume the rights of the Insured Person with respect to other coverage of the same event, the Insured Person must comply with all appropriate requests from the Company either prior to, or after the claim process.

2.6 Maximum Damaged and Lost

Any amount exceeding US Dollars 1,000,000 for any one event where the Company insures more than one Insured Person

2.7 Important points that The Insured Person should be aware of before The Insured Person travels:

You must not travel:

- Against the advice of a doctor.
- For the purpose of obtaining treatment abroad.
- When a doctor has given a terminal diagnosis.

3 GENERAL EXCLUSIONS APPLYING TO THE INSURED PERSON'S POLICY

Under the policy, the Company and/or the Authorized Company will not cover the loss or damage that is either directly or indirectly the cause of:

3.1 Any damaged or loss which happens when:

- 3.1.1 The Insured Person is travelling in an aircraft that is not a fully licensed, passenger carrying aircraft.
- 3.1.2 The Insured Person is operating or serving as a crewmember in an aircraft.
- 3.1.3 The Insured Person is under the influence of drugs, solvents or alcohol, except those drugs prescribed by a registered doctor, but not drugs for the treatment of drug addiction.
- 3.1.4 The Insured Person is causing intentional injury or damage.
- 3.1.5 The Insured Person did not follow restrictions, suggestions or recommendations made by the government or other official authorities during the Insured Person's Journey.
- 3.1.6 The Insured Person suffers a medical condition that the Insured Person knew about, before the Insured Person travelled, unless the Company had been advised about it and agreed in writing, the terms under which cover has been provided.

- 3.1.7 Any claim or expense of any kind is directly or indirectly caused by, contributed to by, or arising from sexually transmitted diseases, Human Immunodeficiency Virus Infection (HIV); Acquired Immunodeficiency Syndrome (AIDS) or any form or variation of HIV or AIDS, however caused;
- 3.1.8 A journey where the Insured Person has not used any services of a travel company (travel agency or tour operator) or a public transportation company.

3.2 Any damaged or loss due to:

- 3.2.1 The Insured Person's suicide, self-injury or deliberately putting yourself at risk (unless the Insured Person was trying to save another person).

- 3.2.2 War, riot, civil commotion, strike, lockout, revolution, terrorist activity or attacks, hijack. However, the Authorized Company's assistance cover applies where the said events break out when the Insured Person is already abroad, for a 14-day period following the start of these events.
- 3.2.3 Bankruptcy or liquidation of the company providing the Insured Person's transport or accommodation, their agents or any person acting for the Insured Person.
- 3.2.4 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 3.2.5 The Insured Person's involvement
 - In training or action carried out under military authority supervision,
 - In any sport practiced on a professional basis or under paid contract,
 - In sport competitions and in their preparatory training, on an amateur basis and at any level whatsoever in motor sports (car, motorbike, and any motor vehicle), flying sports, scuba diving using Oxygen tank and breathing apparatus.

4 COVERAGE AGREEMENT

4.1 TRAVEL ACCIDENT COMPENSATION

The Itinerary covers for loss from unexpected accident during the Period of Insurance which results in the Insured Person suffering bodily injury as follows:

Loss of life, permanent total disablement.

If the Insured Person suffers bodily injury which within 180 days from the date of the accident results in the Insured Person's loss of life or permanent total disablement or the injury needs continue treatment as a patient in hospital or local clinic and loss of life anytime, the Company will pay the amounts below:

- Loss of Life; 100% of the amount shown on the Schedule of Benefits and Services will be paid.
- Permanent total disablement and that permanent total disablement continues for a period of not less than 12 months from the date of accident or having indication from medical practitioner that the Insured Person is permanently totally disabled; 100% of the amount shown on the Schedule of Benefits and Services will be paid for the Insured Person who is permanent total disabled.
- Permanent Total loss of both hands from the wrist joint or both feet from the ankle joint or sight of both eyes; 100% of the amount shown on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of one hand from the wrist joint and one foot from the ankle joint; 100% of the amount on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of one hand from the wrist joint and sight of one eye; 100% of the amount on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of one foot from the ankle joint and sight of one eye; 100% of the amount on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of one hand from the wrist joint; 60% of the amount shown on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of one foot from the ankle joint; 60% of the amount shown on the Schedule of Benefits and Services will be paid.
- Permanent Total loss of sight of one eye; 60% of the amount shown on the Schedule of Benefits and Services will be paid.

Exclusions

1. The use of motorbikes.
2. The practice of rock-climbing, mountaineering, competition sledge, diving with or without autonomous breathing apparatus, parachuting,

3. A cardiac accident,
4. The Insured Person's known paralysis, deafness, blindness, or epilepsy
5. Benefits payable when the beneficiary is found guilty of having deliberately killed the Insured Person and falls under any relevant sentence on that ground.

★ **What Evidence the Insured Person must submit:**

1. The initial medical certificate which specifies the nature and likely consequences of the injuries;
2. The report describing extensively the accident circumstances;
3. Specify any other possible covers subscribed with other insurance companies for the same risk;

4.2 MEDICAL INSURANCE AND MEDICAL ASSISTANCE SERVICE ASSISTANCE/ REPATRIATION AND ASSOCIATED EXPENSES AND SERVICES

The Insured Person accepts that solely the Company or Authorized Company takes decisions and organization of the appropriate and necessary measures.

4.2.1 The Company or Authorized Company Medical Assistance / The Company or Authorized company Repatriation

- Decisions are taken solely in the Insured Person's medical interest.
- The Authorized Company's doctors contact the local medical facilities and, if needed, the Insured Person's usual doctor to collect information allowing the Authorized Company to take the decisions best suited to the Insured Person's health condition.
- The Insured Person accepts that the Insured Person's repatriation is decided and managed by medical personnel of the Authorized Company with officially acknowledged qualifications in the said personnel's country of usual practice.

Limitation

1. In case of any refusal on the Insured Person's part to comply with the decisions taken by the Authorized Company's medical department means the Insured Person exempt the Company and the Authorized Company from any liability concerning the consequences of such an initiative and the Insured Person will then loose all the Insured Person's rights to
 - The Authorized Company's services and indemnities.
 - The insurance company's services and indemnities.
2. In no case can the Authorized Company or the Company replace local first-aid organizations or pay for the expenses thus incurred.

Exclusions applying to all assistance covers (including medical expenses)

1. All expenses incurred without prior approval of the Company's assistance department,
2. Any pre-existing illness diagnosed and/or treated and/or having led to admission in hospital
3. Convalescence and disease under treatment.
4. Pregnancy and its possible complications after the sixth month point.
5. Termination of pregnancy, miscarriage, delivery, in vitro fertilization and its consequences.
6. Trips with a diagnosis and/or treatment purpose,
7. Food expenses, expenses not expressly mentioned as refundable, as well as any expenses for which the Insured Person have no invoices,
8. All expenses relating to quarantine costs
9. All expenses relating to epidemics

10. Expenses incurred in Lao PDR, unless this relates to medical expenses incurred as a result of an accident occurring within Lao PDR.

4.2.2 The Insured Person will be covered (for Medical Expenses and Assistance) if:

The Insured Person is accidentally injured or suffers a sickness during the Insured Person's Journey Abroad; Or

The Insured Person is accidentally injured in Lao PDR during their Journey from their home to the airport in order to go abroad and their return Journey from the airport to their home in Lao PDR; Or if

The Insured Person is accidentally injured during the Insured Person's Journey within Lao PDR for Domestic Trips and Inbound trips.

4.2.2.1 Medical Evacuation and Repatriation

The Authorized Company will organize and the Company will pay for the Insured Person's repatriation to the Insured Person's usual place of residence in Lao PDR, or for the Insured Person to be transported to the nearest hospital to the Insured Person's residence in Lao PDR, which is best suited to the Insured Person's health condition. If the Insured Person is hospitalized abroad, at the Insured Person's request and as soon as the Insured Person's health condition makes this possible, the Authorized Company can then organize the Insured Person's return to the Insured Person's usual place of residence in Lao PDR.

4.2.2.2 Additional transport

The Company will pay for the additional transport expenses of one insured close family member or one traveling companion traveling with the Insured Person, if they cannot use the transport initially planned for their return to Lao PDR due to the Insured Person's repatriation.

4.2.2.3 Medical expenses

The Insured Person must contact the Authorized Company immediately if there is a need for the Insured Person to receive medical or hospital treatment by a doctor. The Company will pay up to the amount shown on the Schedule of Benefits and Services for:

- The cost of necessary emergency medical treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges.
- The cost of emergency dental treatment for an accidental injury.

For Domestic Trips and Inbound Trips within Lao PDR: emergency medical expenses due to an accident will be insured until the Insured Person is fit to travel and is repatriated to their Home or to the nearest suitable hospital or nursing home to their Home for their medical condition after which all benefits under Section 4.2 will cease under the policy. For Domestic trips, repatriation will be within Lao PDR.

For trips Abroad: emergency medical expenses overseas and follow-up treatment overseas due to an accident or sickness will be insured until the Insured Person is fit to travel to return to either Thailand or Lao PDR after which all benefits under Section 4.2 will cease under the policy.

The Insured Person's right to benefit from this guarantee expires on the day the Company's medical department considers the Insured Person can be repatriated to their home or nearest suitable hospital in Lao PDR or Thailand.

Exclusions applying to Medical Expenses

- a) Spa treatment expenses, heliotherapy expenses, slimming course expenses;
- b) Any non-medically justified treatment, physiotherapist expenses;

- c) Implant, prosthesis, apparatus and optical expenses;
- d) Vaccination expenses;
- e) Preventive medicine expenses;
- f) Expenses incurred in Lao PDR, unless this relates to medical expenses incurred as a result of an accident occurring within Lao PDR;
- g) Expenses incurred in Thailand, unless the incident giving rise to the claim incurred in Thailand;
- h) All expenses relating to contraception, termination of pregnancy, delivery and their consequences;
- i) Expenses resulting from the consequences, after-effects, complications or worsening of an illness or accident established before the beginning of the insured trip;
- j) Care or treatment which does not result from a medical emergency;
- k) Expenses resulting from any medical event where the diagnosis, symptoms or cause of which are mental and nervous disorders, including but not limited to insanity;
- l) Expenses incurred in view of artificial insemination or any treatment against sterility;
- m) Treatment or care supplied by a family member;
- n) All expenses relating to quarantine costs;
- o) All expenses relating to epidemics.

4.2.3 Assistance in case of death

In case of death of an Insured Person, the Authorized Company will organize and the Company will pay for:

- Body transportation from the location where the body is placed in the coffin to the place of burial in Lao PDR.
- Funeral expenses outside Lao PDR approved by the Company.
- Additional transport expenses of one of the Insured Person family members or close business associate traveling with the Insured Person under this travel insurance if the person cannot use the transport initially planned for their return trip to Lao PDR, due to this repatriation.

4.2.4 The Insured Person are repatriated for medical or death purposes and accompanied by the Insured Person's child(ren) under 12 or disabled.

The Authorized Company will organize and the Company will pay a return economy ticket to allow a close member of the Insured Person's family to go and return to their home in Lao PDR with the Insured Person's children staying alone due to the Insured Person hospitalization, evacuation, and/or repatriation.

4.2.5 The Insured Person having to attend a burial due to the death of the Insured Person's wife, husband, child(ren) or parent living in Lao PDR and who are not traveling with the Insured Person.

The Authorized Company will organize and the Company will pay for one of the Insured Person's Journey back home. This benefit is only organized by the Authorized Company and paid by the Company if the Insured Person cannot use the transport initially planned for the Insured Person's return to Lao PDR.

TRAVEL ASSISTANCE SERVICE

Travel advice and services

If the Insured Person requires any **travel advice** before the Insured Person begins their trip or while the Insured Person is on their trip, the Authorized Company will assist the Insured Person if shown in the Schedule of Benefits and Services.

The Authorized Company and the Company will not be responsible for the advice given or provide any medical advice by verbal or in writing.

4.3 TRIP CANCELLATION / TRIP CURTAILMENT COVERAGE

4.3.1 TRIP CANCELLATION

The Company will provide the Insured Person cover up to the amount shown on the Insured Person's Schedule of Benefits and Services if, after the date the Insured Person purchased the Insured Person's trip, the Insured Person necessarily and unavoidably cancel the Insured Person's Journey before it begins because of one of the following occurrences:

The unforeseen death, life-threatening injury or illness of:

- The Insured Person
- The Insured Person's traveling companion
- A close relative, traveling or not traveling with the Insured Person

The illness or accident, which is the cause of the cancellation must require treatment by a medical practitioner and be certified in writing by him.

★ Cancellation Expense Coverage

The Insured Person's part of the costs of unused personal accommodation and transport charges which have been paid or where there is a contract to pay, and the Insured Person cannot recover from any other source. In the Company's refund, the Company covers the pre-booked excursions, which cannot be recovered from any other source.

The Company will not cover more than the amount of unrecoverable expenses consequent upon the cancellation of the trip. This amount has to be certified in a written document by the Insured Person's travel provider/agent from whom the Insured Person has bought their travel/Journey.

4.3.2 TRIP CURTAILMENT COVERAGE

The Company will provide the Insured Person cover up to the amount shown on the Insured Person's Schedule of Benefits and Services if, after the Insured Person's departure, the Insured Person necessarily and unavoidably cut their Journey before it ends because of one of the following occurrences:

The unforeseen death, life-threatening injury or illness of:

- The Insured Person
- The Insured Person's traveling companion

The illness or accident, which is the cause of the curtailment must require treatment by a medical practitioner and be certified in writing by him.

Curtilment Expense Coverage

The Company will pay a pro-rated proportion of the travel and accommodation charges that have been paid under contract based on the difference between the actual and the scheduled length of the trip.

Exclusions applying to Trip Cancellation and Curtilment

- a) Illness or accidents covered by an initial medical diagnosis, a treatment, relapse, worsening or admission into hospital before the booking date of the Insured Person's trip and date of subscription of this travel insurance policy,
- b) Pregnancy, except for straightforward and unforeseeable complications
- c) Termination of pregnancy, miscarriage delivery, in vitro fertilization and its consequences,
- d) Failure to comply with the vaccination schedule,
- e) Mental and nervous disorders including but not limited to insanity
- f) Epidemic, pollution, natural disasters,
- g) The consequences of criminal proceedings initiated against the Insured Person,
- h) The Insured Person's disinclination to travel or the Insured Person's loss of enjoyment during the trip
- i) Circumstances that the Insured Person had expected to occur or knew about at the time the Insured Person applied for this insurance.
- j) Strike or industrial action which had started or for which a start date had been announced before the Insured Person applied for this insurance.
- k) Delay or amendment of the booked trip because of government action or restrictive regulations.
- l) Any claim due to the Insured Person's failure to obtain the required passport or visa.
- m) Any claim amount for cruise cancellation or curtailment exceeding US Dollars 20,000 per Insured Person.

4.4 THEFT OR LOST BAGGAGE COVERAGE

The Company will pay up to the amount stated in the Schedule of Benefits and Services for the Insured Person's baggage taken with the Insured Person or purchased during the Insured Person's trip that is stolen or lost during the Insured Person's Journey.

For any single article, pair or set of any kind, valuables whether jointly owned or not, the limit the Company will pay is stated in the Schedule of Benefits and Services.

In case of loss or theft, the Insured Person must go to the police and make a report within 24 hours of discovery and get written confirmation from them.

Exclusions

Any theft or loss:

- a) Resulting from a decision of the relevant administrative authority, or a prohibition to carry specific objects,
- b) Arising during removals,
- c) Theft by the Insured Person's staff members while carrying out their duties,
- d) Thefts without breaking and entering or with skeleton keys,
- e) Thefts of objects left without permanent supervision in a non-private place,
- f) Destruction due to an inherent defect of the insured item or to its normal wear and tear or to leakage of liquids, greasy, coloring or corrosive substances being part of the insured luggage,
- g) Theft or loss of baggage that was unsecured and unattended at any time in a place to which the public have access,
- h) Theft or loss occurring in Lao PDR, except theft or loss caused by the airline or its representatives,
- i) Theft or loss to valuables, which are not kept on the Insured Person's person, unless they are locked in the Insured Person's accommodation or placed in a safe or safety deposit box,
- j) Theft or loss in campsites,

- k) The Insured Person fails to make a report to the police or ask for written proof from the Insured Person's airline carrier,
- l) The Insured Person's property being held, taken or destroyed, under the order of any government, other official authority or customs officials.

The following objects are excluded:

- a) Documents, identity papers, credit cards, magnetic cards, transport tickets, cash, titles and securities, keys, Skis, windsurfing boards, golf equipment, surfboards, diving cylinders, bikes, Para gliders, parachutes, hang-gliders, boats,
- b) Professional equipment, salesman lines, goods,
- c) Musical instruments, works of art, antiques, liturgical objects, objects for collections,
- d) Glasses (lenses and frames), contact lenses, any kind of prosthesis and apparatus, except if they are destroyed or damaged during a serious bodily accident involving the Insured Person, car accessories, furniture and objects in caravans, camping, cars or boats
- e) Perishable foodstuffs, wines and spirits,
- f) Video games and accessories,
- g) Medical equipment, prosthesis and medicine,
- h) Clothes and accessories worn by the Insured Person, Animals

4.5 FLIGHT DELAY COVERAGE

The Company will pay the Insured Person if the Journey flight, international train or sailing the Insured Person is booked on is delayed by more than 12 hours because of:

- Mechanical breakdown of the international train or sea vessel;
- The grounding of the aircraft due to a mechanical or a structural defect;
- Industrial action or strike;
- A serious fire, storm or flood damage to the departure point.

The Company will pay the Insured Person the amount shown on the Schedule of Benefits and Services for each complete 12-hour delay, up to the maximum benefit shown on the Insured Person's Schedule of Benefits and Services. Claims for delay compensation will be calculated on the basis of the difference between the Insured Person's scheduled time of arrival and actual time of arrival at the Insured Person's final destination.

The Insured Person must send to the Authorized Company a written report produced by the carrier responsible for the delay (airline, international train or sea vessel).

Exclusions

- a) Anything that is caused by the Insured Person not checking in at the departure point when the Insured Person should have done;
- b) Compensation unless the Insured Person obtains a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled arrival and actual arrival times of the flight, international train or sea vessel at the Insured Person's final destination;
- c) Any delay caused by a strike or industrial action which began or was announced before the issue date of the Insured Person's policy or the date the Insured Person's travel tickets or confirmation of booking were issued, whichever is the earlier;
- d) Failure of public transport caused by a strike or industrial action which began or was announced before the Insured Person left home and where the Insured Person could have reasonably made other travel arrangements;
- e) Amounts recoverable from any other source;

4.6 MISSED CONNECTING FLIGHT COVERAGE

The Company will pay where the Insured Person has missed their onward connecting scheduled flight, international train or sailing the Insured Person are booked on abroad due to the late arrival of the Insured Person's initial flight, international train or sea vessel because of:

- Mechanical breakdown of the international train or sea vessel;
- The grounding of the aircraft due to a mechanical or a structural defect;
- Industrial action or strike;
- A serious fire, storm or flood damage to the departure point, Provided the Insured Person has no alternative onward transportation being made available to the Insured Person within 12 consecutive hours after the actual arrival time of the Insured Person's initial flight.

The Company will pay the Insured Person the amount shown on the Schedule of Benefits and Services for each complete 12 hours delay, up to the maximum benefit shown on the Insured Person's Schedule of Benefits and Services.

In addition the Authorized Company will arrange and the Company will pay up to the amount shown on the Schedule of Benefits and Services for reasonable overnight hotel accommodation costs if the delay exceeds 12 consecutive hours.

Claims for delay compensation will be calculated from actual time of arrival until the departure of alternative onward transportation. The Insured Person must send to the Authorized Company a written report produced by the carrier responsible for delay (airline, international train or sea vessel).

Exclusions

- a) Anything that is caused by the Insured Person not checking in at the departure point when the Insured Person should have done;
- b) Compensation unless the Insured Person obtains a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled arrival and actual arrival times of the flight, international train or sea vessel at the Insured Person's final destination;
- c) Any delay caused by a strike or industrial action which began or was announced before the issue date of the Insured Person's policy or the date the Insured Person's travel tickets or confirmation of booking were issued, whichever is the earlier;
- d) Failure of public transport caused by a strike or industrial action which began or was announced before the Insured Person left home and where the Insured Person could have reasonably made other travel arrangements;
- e) Amounts recoverable from any other source;
- f) Any cost for overnight accommodation which has not been arranged by the Authorized Company

4.7 CASH ADVANCE ABROAD COVERAGE

The Company will arrange and deliver to the Insured Person up to the amount shown on the Schedule of Benefits and Services, if the Insured Person's personal money is lost or stolen abroad, whether jointly owned or not while on the Insured Person's Journey.

Exclusions

- a) The Insured Person fails to make a report to the police within 24 hours of discovery and obtain written confirmation from them.
- b) Loss or theft occurring within Lao PDR.

Duties of the Insured Person

- The Insured Person must obtain and present a written police report to the Authorized Company within 24 hours.
- The Insured Person must take reasonable safeguards to ensure the security of the Insured Person's personal money.
- The Insured Person must provide the Company with the Insured Person's credit card details in order for the Insured Person to reimburse the Company the cash advance.
- The Insured Person must confirm in writing that the policyholder has Authorized this payment and the policyholder will reimburse the Company within 14 days from the date of loss.
- Failure to reimburse the Company within 14 days from the date of loss will result in interest payments being added to the amount based on the rate that is specified in clause of the commercial law, which must be reimbursed to the Company.

4.8 PERSONAL LIABILITY COVERAGE

- 4.8.1 The Company will cover the Insured Person against the financial consequences of the civil liability that may fall on the Insured Person, pursuant to the laws of the country where the Insured Person are staying, as a result of accidental damage caused to third parties:
- By the Insured Person
 - By persons for whom the Insured Person are answerable
 - By things or animals under the Insured Person's guardianship.
- 4.8.2 Only damage resulting from a private life act committed by the Insured Person during the Insured Person's Journey is covered.
- 4.8.3 The Company covers the Insured Person for bodily injuries, physical damage to any person other than the Insured Person and the resultant consequential losses, within the limits specified in the Schedule of Benefits and Services. The amount specified in the Schedule of Benefits and Services, is the maximum compensation amount per event, combined single limit, bodily injury, physical damage and resultant consequential losses.

Exclusions

- a) Fines or penalties of any kind,
- b) Any liability that comes under any of the following categories:
 - Something that is suffered by anyone employed by the Insured Person or a member of the Insured Person's family and is caused by the work they are employed to do;
 - Something which is caused by the Insured Person's employment or any member of the Insured Person's family's employment;
 - Something which is caused by any animal the Insured Person owns, looks after or controls, except horses, domestic dogs and cats;
 - Something which is caused by the Insured Person using any firearm or weapon;
 - Something which the Insured Person agrees to take responsibility for which the Insured Person would not otherwise have been responsible for unless you obtain the Company's approval.
 - The Insured Person taking part in any dangerous activity unless the Insured Person's policy document has been amended to cover the Insured Person's legal liability for the actual activity which is the subject of a personal liability claim.
- c) Compensation or other costs caused by accidents arising from the Insured Person's ownership or possession of any of the following:
 - The use of any land or building except for the accommodations the Insured Person is using on the Insured Person's Journey;

- Motorized or mechanical vehicles and any trailers attached to them;
- Aircraft motorised watercraft or sailing vessels, except boats designed for and being used as accommodation on the Insured Person's Journey.

5 CLAIM PROCEDURES AND CONDITIONS

When any loss or damage occurs, the Insured Person who would like to claim must:

5.1 CONTACT THE COMPANY OR THE AUTHORIZED COMPANY:

- 5.1.1 Tell them the Insured Person's name and the policy number shown on the Insured Person's policy Itinerary.
- 5.1.2 Give them brief details of what has happened: They will then send the Insured Person the appropriate claim form.
- 5.1.3 On receipt of the claim form, the Insured Person should fill it in and send it to the Company as soon as possible with all the information and documents the Authorized Company ask for to support the Insured Person's claim.

5.2 IMPORTANT POINTS THAT THE INSURED PERSON SHOULD BE AWARE OF IF THE INSURED PERSON HAVE A CLAIM:

- 5.2.1 Take all reasonable steps to prevent loss or damage. The Insured Person must act as if the Insured Person is not insured.
- 5.2.2 The Insured Person must not settle, reject or negotiate any claim without the permission of the Company.
- 5.2.3 The Insured Person must give the Authorized Company all the information they ask for regarding any claim.
- 5.2.4 The Insured Person must also help the Company to take legal action against someone else if necessary.
- 5.2.5 The Insured Person must take all reasonable steps to get back any article, which has been lost or stolen. If asked to, the Insured Person must identify the person the Insured Person believes to be responsible for the loss and assist with any prosecution if necessary.
- 5.2.6 The Insured Person must specify any other possible covers subscribed with other insurance companies for the same risk. The Company will pay only the Company's share of any claim.

5.3 WHEN MUST A CLAIM BE REPORTED TO THE COMPANY OR THE AUTHORIZED COMPANY

If an event occurs that is covered by the policy, the Insured Person or the Insured Person's successor(s) must report it to the Authorized Company within the following periods:

- In the event of repatriation, a death or a hospitalization: immediately.
- In all other events: As soon as reasonably possible and at the latest within 15 days of the event.

If the *loss or damage* is not reported to the Authorized Company in a timely manner, the Company will not pay the claims, unless the Insured Person or his/her successor(s) can demonstrate that it can be reasonably proved that it was not their fault that the *damage or loss* was reported late. At any rate the entitlement to payment is cancelled irrevocably if the Company has not received the loss or damage report within 180 days after the event has occurred.

5.4 THE INSURED PERSON'S CLAIM WILL BE PAID WHEN:

Once the Insured Person's file is complete, the Insured Person's indemnity is paid **within 10 days** from the date on which the Company have reached an agreement.

All benefits where applicable will be paid to the Insured Person, except the death benefit, which will be payable to the named beneficiary.

5.5 IN CASE OF CLAIM, THE COMPANY HAVE TO RESERVE RIGHTS AND RESPONSIBILITIES

5.5.1 Medical examination

The company or the Authorized Company has the right to require the Insured Person's medical examination including the autopsy, if necessary, during the process of considering a claim.

5.5.2 Pre-existing conditions

The Company will not pay for any claims that results directly or indirectly from a pre-existing condition unless the Insured Person has inform the Company of the condition when the Insured Person subscribed to this travel insurance policy and the Company has confirmed in writing that the Company accepts the condition.

5.5.3 Transport

When the Authorized Company organize and the Company pays for transport under the Company's cover, transport is made by train 1st Class, by plane Tourist Class, or by taxi, at the discretion of the Authorized Company's assistance department. In this case, the Company will become the owner of the initial ticket(s) and the Insured Person will undertake to send the said ticket(s) back to the Authorized Company or reimburse the Company the amount recovered from the organization having issued the transport ticket(s). If initially the Insured Person had not purchased any ticket for the Insured Person's Journey back, the Company reserves the right to claim from the Insured Person the expenses that the Insured Person would necessarily have incurred for the said Journey.

5.5.4 Scope of the Authorized Company's interventions

The Authorized Company's interventions are carried out under the national and international laws and regulations.

The Authorized Company's services are subject to the required authorizations by the relevant authorities.

The Company and the Authorized Company cannot be held liable for delays in, or prevention of, the agreed services resulting from a case of force majeure or from events such as strikes, riots, civil commotion, restrictions to free circulation, sabotage, terrorist attacks, civil or foreign war, any consequences of a source of radioactivity or of any Act of God.

5.5.5 Fraud

If the Insured Person, or anyone acting on the Insured Person's behalf, uses dishonest means to obtain a claim payment under his policy or obtain cover for which the Insured Person do not qualify, all benefits under the policy will be lost. All benefits claimed fraudulently and received must be paid back to the Company.

5.5.6 Expiration and legal liability under this policy

No action at law or in equity shall be brought to recover on this policy after the expiration of 2 years after the time written proof of loss is required to be furnished.

5.5.7 Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and documents and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

5.5.8 Arbitration

In the event of any difference or dispute under this policy between the person who is entitled to compensation and the company, the person, if so desired is entitled 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 Arbitration Regulation governed by the Department of Insurance.

CLAIMS EVIDENCE

To ensure prompt processing of your claim the following claim evidence (originals only, preferably in English language) is required:

- Medical Certificate and Medical Report from the Treating Doctor
- Medical Bill detailing expenses
- Police Report (if claim is due to an accident or theft)