

TRAVELLER'S INSURANCE POLICY

Notice: Upon issuance of your TRAVELLER'S Certificate of Insurance, this brochure becomes your policy document. PLEASE READ IT CAREFULLY.

1. COVER

In consideration of the payment of premium and the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured or the Insured Person and subject to the terms, conditions, exclusions and memoranda contained herein or contained in the Certificate of Insurance if any of the Events referred to in this Policy shall happen Tokojaya Lao Assurance Co. Ltd (Laos) (hereinafter called "TOKO") will pay The Benefit to the Insured or in case of his death to his legal personal representative.

2. DEFINITIONS

- In this Policy:
- 2.1 "The Benefit" means the Type of Plan specified in the Certificate of Insurance against the relevant Event stated herein.
- 2.2 "Injury" means bodily injury to the Insured Person caused solely and directly by accidental means and shall exclude bodily injury caused by sickness or disease and bacterial or viral infection not occurring through an accidental cut or wound.
- 2.3 "Sickness" means sickness, illness, or disease contracted during the Period of Insurance and causing loss commencing during the Period of Insurance.
- 2.4 "Insured Person" means:
- (a) The Insured who is not more than 70 years of age;
- (b) The Insured's accompanying children, who are more than 3 months but less than 16 years of age. The word "children" shall include the Insured's acknowledged natural children, step-children and legally adopted children provided such children are primarily dependent upon the Insured for support and maintenance.
- 2.5 "Serious Injury or Sickness" means injury or sickness certified by a medical practitioner as being dangerous to life.
- 2.6 "Hijack" means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.
- 2.7 "Period of Insurance" means the period as specified in the Certificate of Insurance and cover for the Insured Person, with the exception of Section III shall commence from the date of travel and shall terminate on the expiry date shown in the Period of Insurance or upon the Insured Person's return to Laos, whichever occurs first. Cover for Section III shall commence immediately on the date of issue of the Certificate of Insurance.
- 2.8 "Relative" means spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, brother or sister-in-law, all residing in Laos.

3. EVENTS

SECTION I – Overseas Medical And Additional Expenses

TOKO will reimburse expenses incurred by the Insured Person for:

Overseas Medical Expenses– reasonable medical, surgical, hospital, ambulance and nursing home charges and the cost of other treatment given or prescribed by a registered medical practitioner necessarily incurred outside Laos as a result of injury or sickness of the Insured Person. Such expenses shall include the cost of dental treatment provided such treatment is for injury to sound and natural teeth.

Additional Expenses – reasonable travel and accommodation expenses incurred by the Insured Person during the Period of Insurance IN EXCESS of those which would normally have been incurred, as a consequence of the Insured Person having to complete the journey earlier or later than planned as a result of serious injury or sickness. Such additional expenses shall also include travel and accommodation expenses of a relative to travel to, remain with and/or escort the Insured Person directly back to Laos provided that there is written advice from the registered medical practitioner who attended to the Insured Person certifying that an escort is medically necessary.

SECTION II – 24-Hour Emergency Medical Assistance And Services

International SOS (hereafter called "SOS") will provide, through their 24-hour network of service centres, telephone advice and assistance to the Insured Person in the event of an emergency.

In the event of a serious injury or sickness requiring repatriation –

– SOS will organise for emergency transport by ambulance or other means including assignment of a doctor and/ or nurse to accompany the Insured Person, if necessary, to the nearest and most appropriate medical centre or hospital.

– If medically necessary, SOS will further arrange for the Insured Person's scheduled flight (economy class ticket) home to Laos, if the original return ticket is not valid, and any supplementary costs for ambulance transfer to and from the airport.

In the event of death –

– SOS will organise for the Insured Person's post-mortem treatment and transportation of mortal remains to the airport in Laos or burial abroad provided such costs shall not exceed the cost of transportation of mortal remains.

SECTION III – Accidental Death And Permanent Disablement

TOKO will pay a compensation for accidental death or permanent disablement caused by an injury occurring within 12 months of the date of accident provided such accident occurred during the Period of Insurance. The compensation payable under this section for one or more Insured Persons covered under this Policy shall not exceed the Sum Insured amount specified.

Permanent Disablement as used herein shall mean:

- (a) Total paralysis,
- (b) Complete and incurable insanity,
- (c) Total and irrecoverable loss of sight of one or both eyes,
- (d) Loss of one or both hands or feet.

SECTION IV – Baggage And Personal Effects

TOKO will reimburse the Insured for the intrinsic value or cost of repairs, whichever is the lesser, of accompanied baggage, luggage or personal effects, including purchases made during the journey which is lost or damaged limited to US\$300 for any one article, pair or set and subject to a maximum of US\$900 on jewellery, photographic and transistorised equipment and contents, on the Super Plan or US\$150 for any one article, pair or set and subject to a maximum of US\$450 on jewellery, photographic and transistorised equipment and contents, on the Standard Plan.

SECTION V – Loss Of Personal Money

TOKO will reimburse the Insured for unrecoverable loss or theft of cash, bank or currency notes, cheques, postal or money orders and loss, theft and fraudulent use of travellers' cheques or credit cards taken by the Insured on the journey.

SECTION VI – Personal Liability

TOKO will indemnify the Insured against legal liability to pay compensation in respect of–

(a) Bodily injury (including death or illness) to any person;

(b) Loss or damage to property;

occurring as a result of an accident during the journey. TOKO will also pay legal costs and expenses of the Insured incurred with the written consent of TOKO provided that TOKO's total liability shall not exceed the sum insured specified against this section in the Policy Schedule.

SECTION VII – Loss Of Deposits And Cancellation Charges

TOKO will reimburse the Insured for loss of travel expenses paid in advance by the Insured Person or for which the Insured Person is legally liable and which are not recoverable from any other source upon the cancellation of the journey arising from serious injury or sickness of the Insured or relatives and from causes beyond the Insured's control occurring after this insurance has been effected subject to satisfactory documentary proof.

SECTION VIII – Hijack

TOKO will pay compensation to the Insured at US\$600 per day up to a maximum of 5 days on the Super Plan or US\$300 per day up to a maximum of 5 days on the Standard Plan in the event of a hijack exceeding 12 consecutive hours.

4. EXCLUSIONS

This policy does not cover the following:

Applicable to:

All Sections

- (a) Any consequence of declared or undeclared war or any act thereof, invasion or civil war,
- (b) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt threat, whether sane or insane,
- (c) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an accident,
- (d) Intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner, and treatment in connection with addiction to drugs or alcohol,
- (e) Claims in respect of any property more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or Government insurance policy, fund or scheme,
- (f) Claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion, or radioactive contamination,
- (g) Sabotage & Terrorism Exclusion Clause Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, death, injury, illness, 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 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 from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, 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, death, injury, illness, 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.

SECTION I – Overseas Medical and Additional Expenses (a) The first US\$35 of each and every claim.

- (b) Pre-existing conditions for which the Insured Person had received medical treatment, diagnosis, consultation or prescribed drugs or shown symptoms on preceding the journey and of which the Insured Person was aware or should have reasonably been aware.
- (c) The Insured Person travelling against medical advice or for the purpose of seeking medical treatment.
- (d) The treatment of or arising from the symptoms or complications of the following diseases: cardiovascular diseases, benign or malignant tumors or cancer, nodules, polyps, cysts, hemorrhoids, hernias, vertebra-spinal disorders, stones of the urinary system and biliary system.
- (e) Special nursing care or charges and expenses for wheelchair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period.
- (f) Nervous or mental diseases or disorders, AIDS, venereal diseases, congenital anomalies or deformities.

SECTION II – 24-Hour Emergency Medical Assistance and Services

- (a) The Insured Person who has sustained slight injuries, minor lesions, simple fractures and mild sickness, which can be treated locally and which do not prevent the Insured Person from continuing on his journey.
- (b) The Insured Person travelling against medical advice or for the purpose of seeking medical treatment.

SECTION III – Accidental Death and Permanent Disablement

- (a) The Insured Person taking part in, driving or riding in or participating in any kind of professional race.
- (b) The Insured Person engaging in flying or other aerial activity except as a passenger in a properly licensed aircraft.
- (c) The Insured Person engaging in any form of manual employment.

SECTION IV – Baggage and Personal Effects

- (a) The first US\$35 of each and every claim.
- (b) Money, postal or money orders, stamps, bank or currency notes, travellers' cheques, credit cards, travel tickets, documents, manuscripts or securities of any kind.
- (c) Contact corneal lenses, laptop, notebook, portable computer, cellular phone and any kind of camera, fragile or brittle article unless caused by fire or accident to the conveyance in which they are being carried.
- (d) Business goods or samples.
- (e) Normal wear or tear, gradual deterioration or mechanical breakdown or derangement, cleaning,

- dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.
- (f) Baggage whilst in the custody of an airline or other carrier unless reported within 24 hours and a Property Irregularity Report obtained from the airline or a documented certification or report from the carrier.
- (g) Losses not reported to the police within 24 hours and a police report obtained.
- (h) Confiscation by Custom Authorities.

SECTION V – Loss of Personal Money

- (a) The first US\$35 of each and every claim.
- (b) Losses not reported to the police within 24 hours and a police report obtained.

SECTION VI – Personal Liability

- (a) Any motor vehicle, motorcycle, aircraft or power-driven watercraft;
- (b) The Insured's trade, business or profession;
- (c) Any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement;
- (d) Bodily injury (including death or illness) or loss of or damage to property of any member of the Insured's family ordinarily residing with the Insured or with whom the Insured ordinarily resides or to any employee of the Insured arising out of or in the course of such employment;
- (e) Damage to property in the legal custody or control of the Insured.

SECTION VII – Loss of Deposits and Cancellation Charges

- (a) The first US\$35 of each and every claim.
- (b) Directly or indirectly from the Insured's business, financial or contractual obligations or those of the Insured's travelling companions or from any financial circumstances whatsoever;
- (c) Directly or indirectly from the Insured's disinclination to travel or that of any other person whom the Insured has arranged to travel with;
- (d) Directly or indirectly from failure to take immediate steps to inform the Insured's travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel or curtail the travel arrangements;
- (e) From pregnancy and childbirth;
- (f) From delay by carrier except for strikes;
- (g) From the financial collapse or negligence of or default of the agent or travel agent or tour operator;
- (h) From cancellation of the journey at the request of the Insured's employer, spouse or parent;
- (i) Directly or indirectly arising from any unlawful act, or criminal proceedings or any person on whom the booked journey depends, other than attendance as witness at a Court of Law under subpoena;
- (j) Directly or indirectly from Government regulations or acts.

SECTION VIII – Hijack

Nil.

5. CONDITIONS

5.1 FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefit under this Policy TOKO shall have no liability in respect of such claim.

5.2 DUTY OF CARE

The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property as if uninsured.

5.3 MORE THAN ONE CERTIFICATE

The Insured Person shall not be insured under more than one TRAVELLER'S Policy issued by TOKO . In the event of the Insured Person being insured under more than one such Certificate of Insurance, TOKO will consider the Insured Person to be insured under the Certificate which provides the largest amount of benefit. TOKO will refund any excess insurance premium payment which may have been made by the Insured.

5.4 CLAIMS PROCEDURE

Immediate notice shall be given to TOKO of any occurrence likely to give rise to a claim under the Policy within 30 days. A detailed statement in writing describing the occurrence shall be

delivered to TOKO . Unless otherwise requested, all benefits provided will be payable to the Insured, after receipt of proof acceptable to TOKO . The Insured's receipt of such indemnities shall discharge TOKO from its liabilities under these Benefits.

5.5 PROOF OF LOSS

It is a condition precedent to any liability of TOKO under this Policy that the Insured shall at his own expense furnish to TOKO such report, information and evidence as TOKO may from time to time reasonably require in the form and of the nature described by TOKO . TOKO shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body. The death of the Insured Person shall be established by an official death certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a court order presuming his death.

5.6 RIGHTS OF SUBROGATION

In the event of any payment under SECTION V - Personal Liability, TOKO shall be subrogated to all the Insured Person's rights of recovery and therefore against any person, company or organisation and the Insured Person shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

5.7 ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case the Arbitrators do not agree of an Umpire appointed in writing by and preside at their meetings and the making of an Award shall be a condition precedent to any rights of action against TOKO .

If TOKO shall disclaim liability to the Insured for any claim hereunder and any such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5.8 DISCLAIMER

TOKO makes every effort to see that only high quality services are offered by International SOS to the Insured Person. However, TOKO is not the supplier of the service and does not accept any liability whatsoever in respect of the service provided or for any of the consequences arising thereof.

6. SOS SPECIAL CONDITIONS

6.1 IN THE EVENT OF AN EMERGENCY

The Insured Person or his representative must call the nearest SOS Service Centre, reverse charge before undertaking any personal action or payment. The Insured Person or his representative is required to state

(a) The Insured Person's name.

(b) The Insured Person's Certificate number and Passport number.

(c) Nature of injury or sickness.

(d) Details of attending doctor, if available.

(e) Present location and contact particulars.

6.2 MEDICAL AUTHORISATION

SOS would repatriate the Insured Person only when medical authorisation from the attending doctor and the SOS medical advisors certify that a repatriation is necessary.

6.3 COOPERATION

The Insured Person and/or his representative must cooperate fully with SOS medical advisors and/or its agents who shall have free and full access to the Insured Person to ascertain his condition. If the Insured Person and/or his representative unreasonably fails to cooperate, the Insured Person shall not be entitled to the above assistance and services.

6.4 IN GOOD FAITH

SOS shall undertake to provide all the necessary assistance and services in good faith and shall make every possible attempt to perform as efficiently as possible but shall not be held liable for circumstances and condition beyond its control.