

บริษัท เอ็ม เอส ไอ จี ประทันภัย (ประเทศไทย) จำกัด (มหาชน) 1908 อาคาร เอ็ม เอส ไอ จี ถนนเพชรบุรีตัดใหม่ แขวบบางกะปิ เขตหัวยขวาง กรุงแทพฯ 10310 เลขทะเบียนนิติบุคคล/เลขประจำตัวผู้เสียภาษีอากร 0107555000414

**English Transalation Only** 

# **MSIG Worldwide Travel Insurance Policy for Group**

EGWJ0400

Whereas the Insured by a proposal and declaration which shall form part of this Policy and in consideration of the Insured having paid to the Company the premium under the terms, general provisions and conditions, insuring agreements, exclusions, and endorsements of this Insurance Policy, the Company agrees to indemnify the Insured as follows:

# **SECTION I: DEFINITIONS**

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

Policy	means	Schedule of Policy, Benefit Table, terms and conditions, insuring agreements, exclusions, addendum,	
		special provisions, warranties, endorsements, which form part of this insurance contract.	
The Company	means	The Insurer(s) under this Policy.	
The Policy	means	Person or organization specified as Policy Holder in the Schedule of Policy who arranges the insurance	
Holder	for the benefits of the Insured(s).		
The Insured	means	The person(s) named as the Insured in the Schedule of Policy and/or Endorsements who is insured by this Policy.	
Accident	means	An event which happens suddenly from external means and giving rise to a result which is not intended or anticipated by the Insured.	
Injury	means	Bodily injury which is caused directly by an Accident and is independent from other causes.	
Sickness	means	Symptoms, abnormalities, illnesses or diseases contracted by the Insured.	
Loss or	means	Bodily injury sustained by the Insured due to accident and resulting in loss of life, dismemberment or loss	
Damage		of sight, or disability or injury or any loss or damage as defined in the Insuring Agreement.	
Terrorism	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in	
		isolation or on behalf of or in connection with any organization or government for political, religious or	
		ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.	
AIDS	means	Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency	
		Virus (HIV). This also refers to opportunistic infections, malignant neoplasms, or infections or illnesses	
		indicated by blood test as positive for HIV. Opportunistic infections shall also include pneunocystis	
		carinii pneumonia, organism or chronic enteritis, virus and/or disseminated fungi infection. Malignant	
		neoplasm shall include and not limited to kaposi's sarcoma, central nervous system lymphoma, and/or	
		other dread diseases presently known as symptoms of AIDS or which cause sudden loss of life or sickness	
		or disability. Acquired Immune Deficiency Syndrome (AIDS) shall also include Human Immuno-	
		deficiency Virus (HIV), encephalopathy dementia, and viral epidemics.	
MSIG Assist	means	Representative of the Company that is authorized to provide services for the Insured regarding	
		information service on medical care advisor, hospital admission, medical evacuation and repatriation, and	
		other services insured by this Policy.	
<b>Pre-existing</b>	means	Physical conditions of the Insured as follows:	
Conditions		1. In case of insurance for a Single Trip and for annual Open Policy, it shall mean the disease (including	
		complications), symptom or abnormality occurred to the Insured within twenty-four (24) months	
		preceding the effective date of this Policy with sufficient indication for a person to seek diagnosis or	
		treatment or for a physician to provide diagnosis or treatment;	



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Strike & Riots	means	<ol> <li>In case of insurance for Annual Trip, it shall mean the disease (including complications), symptom or abnormality occurred to the Insured within twenty-four (24) months preceding the effective date of this Policy with sufficient indication for a person to seek diagnosis or treatment or for a physician to provide diagnosis or treatment and medical conditions for which the Insured has claimed during a previous trip or medical conditions for which the Insured has sought treatment or diagnosis within twelve (12) months before the trip. Such conditions shall be considered pre-existing conditions for subsequent trip.</li> <li>Loss or damage caused directly by:</li> <li>Acts of any individual in connection with a group of individuals with the intent of public disturbances; or</li> <li>Willful acts of workers participating in a strike or lock-out for the furtherance of the strike or the lock-out whether or not such acts are with the intent of public disturbances; or</li> <li>Acts of any lawfully constituted authority in carrying out its duty in suppressing or minimizing the</li> </ol>	
		consequences of an on-going public disturbance or in preventing the acts as specified in (2) or minimizing the consequences thereof.	
Carrier	means	Commercial airlines, ocean liners, train, or passenger bus, including their crews or agents.	
Aircraft	means	Aircraft of commercial airlines lawfully licensed for carrying passengers but not including helicopter.	
Deductible	means	The amount stated in the Schedule of Policy to be borne by the Insured in the event of loss or damage.	

#### **SECTION II: GENERAL CONDITIONS**

#### 1. Insurance Contract

This insurance contract is based upon the information provided by the Insured in the Insurance Application Form and additional declarations (if any) signed by the Policy Holder and/or the Insured as evidence for the acceptance of insurance in accordance with the insurance contract. The Company thus issues this Policy for such purpose.

In the event that the Policy Holder and/or the Insured misrepresents or conceals from the Company any known relevant facts which can be material for consideration by the Company for higher premium or a decision not to enter the insurance contract, this insurance contract shall be void per clause 865 of the Civil and Commercial Code and the Company shall have the right to nullify this insurance contract.

The Company shall not deny liability by referring to declarations outside of those made by the policy Holder and/or the Insured as referred to in the first paragraph.

# 2. Completeness of the Insurance Contract and Changes in the Insurance Contract

This Insurance Policy together with the Insuring Agreements and Endorsements form part of the insurance contract. Any changes of wordings in the insurance contract must be agreed by the Company and formally noted in the Insurance Policy or Endorsements for such changes to be valid.

# 3. Period of Insurance

The period of each trip of the Insured shall commence and expire within the Period of Insurance as per following:

- 3.1 For Single Trip Cover, insurance coverage shall commence two (2) hours before the Insured departs Thailand or at the date and time specified in the Schedule whichever comes later and shall continue until the Insured shall return to his/her residence within Thailand or within two (2) hours after arrival in Thailand or until the expiry of the insurance whichever comes first (unless specified otherwise in this Policy).
- 3.2 For Annual Policy Cover for multiple trips, the period of insurance for each trip shall be the same as specified in 3.1 and the maximum duration of each trip shall not exceed 120 days.
  In case the Insured is admitted to receive medical treatment during the Period of Insurance and it is necessary for the Insured to receive continuous medical treatment as in-patient, this Policy shall extend to cover until the Insured is discharged from hospital or other medical care facilities admitted.
- 3.3 For Open Policy covering multiple trips within one (1) year of insurance period as stipulated in the Schedule of Policy or the Insurance Certificate whereas trips are managed and arranged by the Policy Holder, the period of each trip of the Insured shall commence two (2) hours before the Insured departs Thailand and shall continue until the Insured shall return to his/her residence within Thailand or within two (2) hours after arrival in Thailand or until the expiry of the insurance whichever comes first (unless specified otherwise in this Policy).



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In case the Insured is admitted to receive medical treatment during the Period of Insurance and it is necessary for the Insured to receive continuous medical treatment as in-patient, this Policy shall extend to cover until the Insured is discharged from hospital or other medical care facilities admitted.

#### 4. Notification of Accident

The Policy Holder, the Insured, the Beneficiary or their representative as the case may be must inform the Company without delay of any injury sustained. In case of loss of life, the Company must be notified immediately unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

#### 5. Claim Notification and Claim Documents

In claiming for compensation, the Policy Holder, the Insured, the Beneficiary or their representative as the case may be, at own expense, must submit all necessary evidences to the Company within the time line specified in the Insuring Agreements or Endorsements (if any). But the failure to file claim within the specified time line shall not diminish the rights of the Insured to claim if it can be proven that there is practical reason for the failure to do so and the claim indemnification has been made as early as possible.

In claiming for medical expenses, the original receipts of medical treatments with itemized expenses must to be submitted and the Company shall return the original receipts, noting the amount already paid by the Company, so that the Insured can claim the balance from other Insurers. But if the Insured already receives reimbursement from government or other welfares, the Insured may submit a copy of the receipt together with a certified statement showing the amount paid by the government or other entities in order to claim the balance from the Company.

#### 6. Examination Rights

The Company shall have the right to examine medical and diagnosis history of the Insured as considered necessary for this insurance and the right to conduct an autopsy where necessary and within the limits of law at the Company's own expense.

#### 7. Claim Indemnification

The Company shall pay claim within fifteen (15) days after the receipt of complete and proper proof of loss or damage. For compensation for loss of life, the Company shall pay to the Beneficiary, while other types of compensation shall be paid to the Insured.

In the event there is reasonable doubt that the claim for compensation from the Company may not be in accordance with the insuring agreements, the time line stated above may be extended as necessary but not to exceed ninety (90) days from the date the complete documents are received by the Company.

If the Company cannot pay claim within the time line as specified above, the Company is liable to pay an interest of fifteen (15) percent per annum of the amount due, calculated from the due date of the payment.

#### 8. Beneficiary under this Insurance Policy

The Insured can specify his/her Beneficiary. In the event of loss of life of the Insured, the Company shall pay all benefits due under the terms of the Policy to the Beneficiary specified. In case there is no Beneficiary specified, the Company shall pay the benefits to the Insured's estate.

In case the Insured named only one Beneficiary and such Beneficiary dies before the Insured, the Insured must notify the change of the Beneficiary to the Company in writing. If the Insured does not or cannot notify the Company of such, at the loss of life of the Insured, the Company shall pay benefits to the Insured's estate.

In case the Insured named more than one person as Beneficiaries and any of the Beneficiaries dies before the Insured, the Insured must notify the change of the Beneficiary to the Company in writing. If the Insured does not or cannot notify the Company of such, at the loss of life of the Insured, the Company shall pay benefits entitled to the deceased Beneficiary to the remaining Beneficiaries in even distribution.

# 9. Payment of Premium and Adjustment of Premium

The Policy Holder or the Insured must pay premium immediately when due or before the inception date of insurance coverage.

9.1 For Single Trip Cover, the period of insurance contract commences and expires within the period of insurance as stated in the Schedule of Policy or the Insurance Certificate. The Company shall calculate premium based on the actual number of Insured(s) as declared by the Policy Holder or the Insured to the Company at the commencement of the insurance contract.

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- 9.2 For Annual Trip Cover, the period of insurance contract is annually as stated in the Schedule of Policy or the Insurance Certificate. The Company shall calculate premium based on the actual number of Insured(s) as declared by the Policy Holder or the Insured to the Company at the commencement of the insurance contract.
- 9.3 For Open Policy under which trips are managed and arranged by the Policy Holder with the period of insurance contract as stated in the Schedule of Policy, the Company shall calculate the initial approximate premium based on the sum insured and the number of Insured(s) within a one-year period and, at the expiry of the insurance period, the Company shall adjust premium which shall be calculated based on the actual sum insured and the actual number of Insured(s). In case the actual premium is greater than the initial premium calculated at the commencement of the insurance contract, the Company
  - shall invoice for the difference between the initial premium and the actual premium. In case the actual premium is less than the initial premium calculated at the commencement of the insurance contract, the Company shall refund the difference to the Policy Holder.

# 10. Cancellation of Insurance Policy

- 10.1 Cancellation of Insurance Policy by either party shall be cancellation of the whole Insurance Policy. Cancellation of individual Insuring Agreements or any parts thereof during the Insurance Period cannot be made.
- 10.2 For Single Trip Cover, cancellation of Insurance Policy after the Company has issued the Policy shall be without any premium refund, except in case the Insured is not granted Visa subject to evidence issued by relevant Embassy is provided and the Insured notifies the Company prior to the inception date of the Policy.
- 10.3 For Annual Policy Cover or Open Policy Cover, the Policy Holder may cancel the Policy subject to the following conditions:-
  - The Company may terminate this Policy by giving written notice not less than fifteen (15) days by registered mail to the Policy Holder at the latest address informed to the Company with any notices being sent to the latest address informed shall deemed as appropriately delivered. The case of premium being already paid will not affect the Company to have to be responsible for paying any claims and the Company shall refund premium to the Policy Holder after deducting a rateable proportion of the premium for the time the Policy has been in force.
  - 10.3.2 The Policy Holder may terminate this Policy by giving written notice to the Company providing the termination to be effective on the date the Company receives the notice or the termination date as specified in the notice whichever is later and the Company shall refund premium after deducting premium for the time this Policy has been in force effect per the short-term premium rate as shown in the table as follows:

Short-Term Premium Rate Table				
Duration of Insurance (not over / months)	Percentage of Annual Premium			
1	15			
2	25			
3	35			
4	45			
5	55			
6	65			
7	75			
8	80			
9	85			
10	90			
11	95			
12	100			

10.4 If it is evident to the Company that the Policy Holder or the Insured acts in dishonesty for self or others to obtain benefit from this insurance, the Company shall have the right to terminate this Policy by giving a written notice and the coverage of this Policy is to cease immediately. In such case, the Company shall refund premium of that policy year after deducting the amount of claims paid by the Company during that policy year (if any). And the Company shall not be liable for any claims resulting from such acts of dishonesty.

# 11. ARBITRATION

In the event there is any difference, dispute or cliam under this Policy between the Claimant and the Company and if the claimant requests and wishes that such difference or dispute be settled by arbitration, the Company will agree to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.



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#### 12. PRECONDITION

The Company shall not be liable for claims under this Policy unless the Policy Holder, the Insured, the Beneficiary or their representative as the case may be duly observes and fulfills the terms and conditions of the Insurance Policy.

# **SECTION III: GENERAL EXCLUSIONS**

This insurance does not cover:

- 1. Any loss or damage arising or caused by the following:
  - 1.1. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
    - 1.1.1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
    - 1.1.2. any act of terrorism including but not limited to
      - 1.1.2.1. the use or threat of force, violence and/or
      - 1.1.2.2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or
    - 1.1.3. any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1 or 1.1.2 above.
  - 1.2. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
    - 1.2.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 1.2.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - 1.2.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - 1.2.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
    - 1.2.5. any chemical, biological, bio-chemical, or electromagnetic weapon.
  - 1.3. Loss of or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
    - 1.3.1. permanent or temporary dispossession of any property resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority;
    - 1.3.2. permanent or temporary dispossession of any property resulting from the unlawful occupation of such machinery by any person; Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy;
    - 1.3.3. the destruction of property by order of any public authority.
  - 1.4. Riots and Strike.
  - 1.5. Whilst the Insured is working in a high-risk environment or a laborer task, maneuvering machineries, oil or gas rigs, underground mines, fishery.

#### **SECTION IV: INSURING AGREEMENTS**

Whilst the Policy is being in force under the terms, insuring agreements, exclusions, general provisions and conditions and endorsements of this Insurance Policy and in consideration of the Policy Holder or the Insured having paid to the Company the premium due, the Company agrees to cover specifically for the Insuring Agreements attached to this Policy and per the sum insured specified in the Schedule of Policy and Schedule of Endorsements (if any) only:



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#### INSURING AGREEMENT

EGWA0102

# Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

# **Additional Definition Specific to this Insuring Agreement:**

Dismemberment	means	The cutting off of wrist joint or ankle joint and shall also mean the loss of total usage of such members and there is clear medical indication that such members can no longer resume normal usage.	
Loss of Sight	means	Complete blindness which is permanently incurable.	
Total Permanent	means	1) While the Insured is performing any duty in his/her regular occupation and other	
Total Permanent Disability	means	<ul> <li>While the Insured is performing any duty in his/her regular occupation and other occupations at the time of accident and suffers total permanent disability resulting in being unable to perform any duty in his/her regular occupation or other occupations totally and permanently;</li> <li>While the Insured is unable to perform three (3) or more of the normal daily activities unassisted. The Normal Daily Activities shall include (1) Washing Oneself (2) Getting Dressed (3) Taking Food (4) Sanitation (5) Mobilizing Oneself (6) Moving Oneself, of which details are as follows:</li> <li>Washing Oneself means the ability to wash oneself in a bathroom or to take a bath or other activities referring to keeping oneself cleaned;</li> <li>Getting Dressed means the ability to put on or to take off clothes and to change/replace expendable medical supplies/equipment;</li> <li>Taking Food means the ability to eat any food already cooked/prepared;</li> <li>Sanitation means the ability to control the bodily functions in regard to intestine and bladder while using or not using a tube, support equipment or any prosthetic devices to keep sanitized.</li> <li>Moving Oneself means the ability to move within the premise from one room to</li> </ul>	
		<ul><li>another situated on the same level ground;</li><li>Mobilizing Oneself means the ability to mobilize oneself from a bed to a chair or other objects with similar description.</li></ul>	

# Coverage:

In the event the Insured suffers bodily injury from accident while travelling and such injury causes the Insured to suffer from loss of life, dismemberment, loss of sight or total permanent disability within 180 days from the date of the accident or the injury which causes the Insured to receive continuous medical treatment as an in-patient in a hospital or medical facilities and loss of life occurs later because of such injury, the Company shall pay compensation as follows:

1	100% of the sum insured	for loss of life
2	100% of the sum insured	for total permanent disability and such disability must continue for not less than twelve (12) months after
	10070 of the barn money	the accident or if there is a clear medical indication that the Insured suffers total permanent disability.
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.
4	100% of the sum insured	for loss of one hand from the wrist joint and one foot from the ankle joint.
5	100% of the sum insured	for loss of one hand from the wrist joint and loss of sight in one eye.
6	100% of the sum insured	for loss of one foot from the ankle joint and loss of sight for in eye.
7	60% of the sum insured	for loss of one hand from the wrist joint.
8	60% of the sum insured	for loss of one foot from the ankle joint.
9	60% of the sum insured	for loss of sight in one eye.

The Company shall compensate only one item of loss which has the highest amount. During the policy period, the Company shall pay compensation for claims occurred under this insuring agreement in total not exceeding the maximum sum insured specified in the



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Schedule of Policy. If the Company has not paid up to such maximum amount of the sum insured, the Company shall continue to provide cover in the remaining sum insured amount until the expiry of the policy period.

#### Claim indemnification for Loss of Life Benefit

The Policy Holder, the Beneficiary or representative of the Insured, at their own expense, must submit the following documents to the Company within thirty (30) days from the date of loss of life of the Insured for claim indemnification:.

- 1. A Completed Claim Form of the Company.
- 2. A Death Certificate.
- 3. A copy of the autopsy report, certified by the Case Officer or issuing authority.
- 4. A copy of the police report, certified by the Case Officer.
- 5. A copy of the Identity Card and the House Registration of the Insured stating the Insured is "deceased".
- 6. A copy of the Identity Card and the House Registration of the Beneficiary.
- 7. A copy of the Passport of the Insured.
- 8. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# Claim Indemnification for Dismemberment or Loss of Sigh or Total Permanent Disability

The Policy Holder, the Insured or representative of the Insured at their own expense must submit the following documents to the Company within thirty (30) days of the diagnosis by a physician that the insured suffers from total permanent disability or dismemberment or loss of sight for claim indemnification:

- 1) A Completed Claim Form of the Company.
- 2) A report of the Attending Physician certifying the Insured has suffered from total permanent disability or dismemberment or loss of sight.
- 3) A copy of the Passport of the Insured.
- 4) Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# **Additional Exclusions Specific to this Insuring Agreement**

- 1. Loss or damage arising from bodily injury or sickness due to or in consequence of causes as follows:-
  - 1.1. Any acts of the Insured while under the influence of alcohol or addictive substances or drugs of harmful nature to the extent of being incapable of controlling one's senses.
    - The definition of "under the influence of alcohol" in the case of a blood test is a level of alcohol of 150-mg,% or higher;
  - 1.2. Suicide or attempt at suicide or self-inflicted injury or attempt thereof either by self or by consenting others to do so and whether in the state of insanity or not, including accident occasioned by the Insured consuming or drinking or injecting drugs or toxic substances into body and the use of drugs in excess of doctor's prescription;
  - 1.3. Miscarriage;

#### 2. Loss or damage arising from bodily injury occurring during the time as follows:-

- 2.1. While the Insured is participating in or practicing for or competing in professional sports or while engaging in all types of motor or car racing or boat racing, horse racing, skiing including jet-ski, skating, boxing and parachute jumping (except parachute jumping to save life), boarding or alighting or travelling in a hot-air balloon or glider, bungee jumping, all diving activities which require the use of oxygen tanks and underwater respirator.
- 2.2. While the Insured is driving or riding as a passenger on a motorcycle.
- 2.3. While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline and while operating or serving as crewmember in any aircraft.
- 2.4. While the Insured is engaging in brawl or having part in inciting a brawl.
- 2.5. While the Insured is in the course of committing a felony or while under arrest by or escaping arrest of authorities because of the commission of a felony except for light punishment or compoundable offense..
- 2.6. While the Insured is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression.
- 2.7. While the Insured has mental and nervous disorders including insanity.



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#### **INSURING AGREEMENT**

# **Trip Cancellation or Postponement**

(Applicable for MSIG Worldwide Travel Insurance Policy for Group)

# Additional Definitions Specific to this Insuring Agreement:

**Serious Injury or Sickness** means In case of the Insured, shall mean serious injury or sickness being treated by a licensed

physician and being advised by such physician as not fit to travel as scheduled;

In the case of Family Member, shall mean serious injury or sickness being treated by a licensed physician who provides a diagnosis that such injury or sickness is life-threatening

and requires the patient to admit as an in-patient at a hospital.

**In-Patient** Person who needs to be admitted for medical treatment in hospital or medical facilities for a means

> period of not less than six (6) consecutive hours providing such person being registered as an inpatient by diagnosis and advice of a physician based on indication of medical standard and for a duration that is suitable for the treatment of injury or sickness. This includes the event where the person is admitted as an in-patient and suffers loss of life before the six (6) hours complete.

**Family Members** Spouse of the Insured, Parents of the Insured, Parents of the spouse of the Insured, children means

or siblings of the Insured.

**Natural Perils** means Perils arising from natural causes and giving rise to loss of or damage to residence, i.e. forest

fire, flood, windstorm, earthquake, tsunami, hail and rock or land slide.

#### Coverage

In the event the trip of the Insured is cancelled or postponed due to:

- Death or Serious Injury or Sickness of the Insured;
- Death or Serious Injury or Sickness of the Insured's Family Members;
- Damage to the residence of the Insured caused by fire, lightning, explosion caused by cooking gas, including natural perils; and causes the Insured not to be able to travel as scheduled, the Company shall indemnify the Insured for loss or damage due to trip cancellation or trip postponement occurring within 60 days before the trip commencement date, or if trip postponement occurs while the insured is travelling overseas-before the scheduled date of arrival back to Thailand, such as advance payment for the trip, cost of airfares, accommodations and meals paid by the Insured in advance, being the loss or damage not recoverable from any other sources and being a consequence of such Trip Cancellation or Postponement maximum not exceeding the sum insured as stated in the Policy Schedule

This coverage shall be in force only when the Insured purchases insurance before the Insured becomes aware of any circumstances which could lead to the cancellation or postponement of his/her journey provided the Insured shall be responsible for the Deductible (if any).

# **Claim Indemnification**

The Policy Holder, the Insured, the Beneficiary or their representative as the case maybe, at own expense, must submit the following evidence to the Company within thirty (30) days from the date the Insured cancels or postpones the trip for claim indemnification:

- 1. A Completed Claim Form of the Company.
- Receipts of the Travel Agency or Carrier, receipts for accommodations and meals, stating the amount paid.
- 3. A Physician's Report (in the case of Serious injury or Sickness of the Insured or of Family Members)
- 4. A Death Certificate (in the case of Death of the Insured or of Family Members)
- A copy of the Passport of the Insured.
- Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# **Additional Exclusions Specific to this Insuring Agreement**

- Loss or damage caused by government regulations or control, bankruptcy, liquidation or default of travel agencies or carrier which causes trip cancellation or the carrier cancels its services.
- Loss or damage recoverable from other sources such as hotel, carrier, travel agency or other operators involved in the arrangement of travel, meals and accommodations.

Important Remark: Please note this English language version is provided for information purposes only and the Thai language version is the reference for the legally binding contract wordings.

EGWA0602



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- 3. Loss or damage due to AIDS, venereal diseases, sexually transmitted diseases.
- 4. Trip cancellation or postponement due to financial situation or alteration of trip plan of the Insured or Family Members.
- 5. Trip cancellation or postponement which is known to the Insured before the purchase of this insurance.
- 6. Trip cancellation or postponement due to treatment of chronic symptoms, any pre-existing medical conditions or sickness occurred before the date of the purchase of this insurance including symptoms or complications subsequently occurred.
- 7. Trip cancellation or postponement due to treatment for any mental diseases or conditions.
- 8. Loss of or damage to the business, business obligations, or duty obligations of Insured or his/her Family Members.
- 9. Loss of or damage to any travel privileges of the Insured.
- 10. Trip cancellation or postponement due to unlawful acts committed by the Insured or criminal charges against the Insured.
- 11. Trip cancellation or postponement which the Insured fails to notify the travel agency or tour operator or carrier or hotel immediately after becoming aware of the necessity to cancel or postpone the scheduled trip unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.



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# INSURING AGREEMENT

EGWA0802

# Flight Delay

# (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

#### Coverage

In the event that the departure of the aircraft in which the Insured has arranged to travel is delayed from schedule as stated in the air ticket due to:

- 1. Bad weather conditions;
- 2. Mechanical problems of the aircraft;
- 3. Strike or protest by employees of commercial airline or airport preventing the departure;

The Company shall indemnify as follows:

- 1. In the event the airline does not cancel the flight or has arranged another flight in substitute for the delayed flight, the Company shall pay the benefit amount as specified in the Policy Schedule for every as specified in the Schedule of Policy consecutive hours of flight delay but in total not exceeding the sum insured as stated in the Policy Schedule;
- 2. In the event the airline cancels the flight and is not able to arrange another flight in substitute for the delayed flight when the aircraft's departure schedule is delayed from the original schedule for a time period exceeding as specified in the Schedule of Policy hours, the Company shall pay the benefit amount of as specified in the Schedule of Policy Baht

Subject to the Insured is not entitled to claim for both item 1 and item 2 above for the same event.

#### **Claim Indemnification**

The Policy Holder, the Insured or the Beneficiary or their representative as the case may be, at own expense, must submit the following evidence to the Company within thirty (30) days from the date of the Insured's flight delay for claim indemnification:

- 1. A completed Claim Form of the Company.
- 2. A copy of the Passport of the Insured.
- 3. All Air Tickets and Boarding Pass
- 4. A letter certifying the delay issued by the authority that is responsible for the fight delay.
- 5. A letter certifying the delay issued by the concerned commercial airline.
- 6. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# **Additional Exclusions Specific to this Insuring Agreement**

- 1. Expense for any loss or damage or consequential loss directly or indirectly, regardless of cause, arising from:
  - 1.1. Functions or malfunctions of the Internet or similar network or Intranet or private network or other similar network;
  - 1.2. Damage, destruction, errors, deletion or loss or other damages to software data or program commands or any kind of commands.
  - 1.3. Loss of use or of total operation or any part of data, software program login, computer or computer system or other equipment operated by microchip or embedded logic and the inability or breakdown of the business operation of the Insured that follows.
- 2. Loss or damage arises directly or indirectly from or consists of the failure or inability of any of the following:
  - 2.1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - 2.2. media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
    - a) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time;
    - b) the operation of any command or logic which has been programmed or incorporated into anything referred to in (2.1) and (2.2) above.
- 3. Loss of or damage to any travel privileges of the Insured.
- 4. Flight delay which is known to the Insured before the purchase of this insurance.



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#### **INSURING AGREEMENT**

EGWA1602

# **Missing Connecting Flight**

# (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

# Coverage

In the event the Insured misses a scheduled onward connecting flight at the transfer point due to late arrival of the Insured's incoming flight at the transfer point and no other onward flight is available to the Insured within as specified in the Schedule of Policy hours of the Insured actual arrival time at the transfer point, the Company shall pay for the amount as specified in the Schedule of Policy for every as specified in the Schedule of Policy consecutive hours of delay but not exceeding the sum insured specified in the Schedule of Policy.

#### **Claim Indemnification**

The Policy Holder, Insured or the Beneficiary or their representative as the case may be, at own expense, must submit the following evidence to the Company within thirty (30) days from the date of Flight Delay for claim indemnification:

- 1. A completed Claim Form of the Company.
- 2. A letter certifying the travel misconnection and stating the reason of the misconnection issued by the carrier.
- 3. A copy of the Passport of the Insured.
- 4. A copy of the air tickets.
- 5. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# **Additional Exclusions Specific to This Insuring Agreement**

This insurance does not cover the Missing of Connecting Flight arising from or occasioned by:

- 1. The Insured's failure to be present at the check-in point on time;
- 2. Negligence of the tour operator or travel agency;
- 3. Delay caused by cancellation of service of the carrier or by order or advice of government.



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EGWA1002

#### **INSURING AGREEMENT**

# **Baggage Delay**

# (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

# Coverage

In the event the Insured's baggage arrives at the destination more than as specified in the Schedule of Policy hours after schedule due to errors of the carrier, the Company shall indemnify the Insured in the amount specified in the Policy Schedule for every as specified in the Schedule of Policy consecutive hours of the Baggage Delay but in total not exceeding the Sum Insured as specified in the Policy Schedule.

#### Duty of the Insured to Preserve the Company's Right

In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.

#### **Claim Indemnification**

The Policy Holder, the Insured or the Beneficiary or their representative as the case may be, at own expense, must submit the following evidence to the Company within thirty (30) days from the date of the Baggage Delay for claim indemnification:

- 1. A completed Claim Form of the Company.
- 2. A copy of the Passport of the Insured.
- 3. A letter certifying the baggage delay issued by the carrier.
- 4. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

#### Additional Exclusions Specific to this Insuring Agreement

- 1. Expense for any loss or damage or consequential loss directly or indirectly, regardless of cause, arising from:
  - 1.1. Functions or malfunctions of the Internet or similar network or Intranet or private network or other similar network;
  - 1.2. Damage, destruction, errors, deletion or loss or other damages to software data or program commands or any kind of commands.
  - 1.3. Loss of use or of total operation or any part of data, software program login, computer or computer system or other equipment operated by microchip or embedded logic and the inability or breakdown of the business operation of the Insured that follows.
- 2. Loss or damage arises directly or indirectly from or consists of the failure or inability of any of the following:
  - 2.1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - 2.2. media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
    - a) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time;
    - b) the operation of any command or logic which has been programmed or incorporated into anything referred to in (2.1) and (2.2) above.
- 3. Expense recovered from the carrier.
- 4. Expense recoverable from the carrier.



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EGWA0502

#### **INSURING AGREEMENT**

# **Repatriation of Mortal Remains**

# (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

#### Coverage

In the event the Insured sustains injury or sickness which causes the loss of life of the Insured while travelling, the authorized representative of the Company (MSIG Assist) shall make necessary arrangements for the return of the Insured's mortal remains to Thailand.

The Company shall be responsible for the cost of the repatriation of the mortal remains of the Insured billed by the authorized representative of the Company (MSIG Assist) but no exceeding the sum insured as specified in the Schedule of Policy.

In the event the Policy Holder or the Beneficiary has made advance payment for the cost of repatriation of the Insured's mortal remains or cremains, the Company shall indemnify the Policy Holder or the Beneficiary or the Insured's Estate the actual expenses incurred for the services including services provided by a mortician (or undertaker), the cost of a casket, embalming, cremation and other similar expenses but not exceeding the sum insured as specified in the Schedule of Policy.

#### **Claim Indemnification**

In the event the Policy Holder or the Beneficiary has made advance payment for the cost of the repatriation of the Insured's mortal remains or cremains, the Policy Holder, the Beneficiary or his/her representative as the case may be must submit the following evidence to the Company within thirty (30) days from the date of death of the Insured:

- 1. A Completed Claim Form of the Company.
- 2. A Death Certificate.
- 3. A copy of the autopsy report.
- 4. A copy of the police report.
- 5. A copy of the Identity Card and the House Registration of the Insured stating the Insured is "deceased".
- 6. A copy of the Passport of the Insured.
- 7. A copy of the Identity Card and the House Registration of the Beneficiary.
- 8. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# **Additional Exclusions Specific to this Insuring Agreement**

- 1. Any expenses for services which must be legally responsible by other parties for the Insured or any expenses which are already included in the cost of a scheduled trip for which the travel agency or the carrier must be responsible.
- 2. Any expenses for the transportation of the Insured which have not been approved and arranged by the authorized representative of the Company (MSIG Assist).
- 3. Any expenses due to AIDS, venereal diseases, sexually transmitted diseases.
- 4. Any expenses due to the Insured having mental and nervous disorders, including insanity.
- 5. Any pre-existing conditions.



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EGWA1102

#### **INSURING AGREEMENT**

# **Personal Liability**

(Applicable for MSIG Worldwide Travel Insurance Policy for Group)

#### **Additional Definition Specific to this Insuring Agreement:**

**Third Party** means any person(s) other than the Insured's family members or person(s) who normally lives with the Insured, employees of the Insured while under the course of employment and any person(s) who travels together with the Insured.

#### Coverage

This Insurance Policy covers Personal Liability by which the Company shall pay compensation on behalf of the Insured for the amount that the Insured is legally liable to pay for:

- 1. Loss of Life or Bodily Injury of a Third Party due to or as a result of an accident caused by the Insured;
- 2. Loss of or Damage to Property of a Third Party due to or as a result of an accident caused by the Insured.

Provided the Total Liability of the Company shall not exceed the Limit specified in the Schedule of Policy.

# Additional Conditions Specific to this Insuring Agreement

- 1. The Insured shall not conduct any acts as to agree to compensate or admit liability to a Third Party or any other parties or conduct any acts which may lead to a law suit or defense of a law suit without the a written consent of the Company.
- 2. The Insured shall take all reasonable precautions to prevent loss or damage that may occur.
- 3. In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.

#### **Claim Indemnification**

The Insured or the Beneficiary or their representative as the case may be, at own expense, must submit the following evidence to the Company within thirty (30) days from the date of the occurrence giving rise to the Personal Liability for claim indemnification:

- 1. A completed Claim Form of the Company.
- 2. A copy of the Passport of the Insured.
- 3. Photographs (if any) and evidence showing the loss or damage occurred to the Third Party.
- 4. A Physician's Report and copy of the medical treatment receipts in the case of bodily injury of the Third Party.
- 5. Receipts for the repair work in the case of property damage of a Third Party or receipts for the replacement items in the case of lost property.
- 6. Other documents as necessarily required by the Company.

Failure to submit such documents within the above stated time shall not diminish the right for claim indemnification if it can be proven that there are practical reasons for not being able to do so and such documents have been submitted as early as possible.

# Additional Exclusions Specific to This Insuring Agreement

- 1. Loss or damage including bodily injury occurred to a person(s) who is a relative or employee or deemed by law to be employee of the Insured.
- 2. Loss of or damage to property which belongs to the Insured or by law is under custody or control of the Insured.
- 3. Loss or damage relating to any liability assumed under contract, without which the Insured would not be liable.
- 4. Loss or damage relating to the Insured's willful, malicious or unlawful acts.
- Loss or damage due to the ownership, possession or use of vehicles, aircraft, firearms, animals, land, or building or arising out of negligence in control or care.
- 6. Liability in connection with trade or profession or errors in business operations.
- 7. Loss or damage due to acts of the Insured while in the state of mental and nervous disorder, insanity, including while being engaging in a brawl or having part in inciting a brawl.



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# Endorsement for the Amendment to the Period of Insurance and/or Travel Route (Applicable for MSIG Worldwide Travel Insurance Policy for Group)

EGWA6000

It is hereby agreed that this Policy is amended in regard to the Period of Insurance and/or Travel Route to be as stipulated in this Endorsement: The Period of Insurance per Item 3 of Section 2 (General Conditions) is to be replaced with this Endorsement, which is:

**1. The Period of Insurance** shall mean the travelling time of each trip of the Insured which starts and ends within the Period of Insurance as defined below:

#### 1.1 For One-way Travel (OW)

The insurance coverage shall commence when the Insured is checked through the Departure Immigration to leave Thailand and shall continue until

- 1. the Insured is checked through the Arrival Immigration at the country of destination, or
- 2. the date of the cancellation of the Policy, or
- 3. the date of the expiry of the Policy,

whichever comes first.

Notes: In the case of travelling with connecting flights, the insurance coverage shall be in force only within the airport area.

# 1.2 For Round-Trip Travel (RT)

Departure Trip

The insurance coverage shall commence when the Insured is checked through the Departure Immigration to leave Thailand and shall continue until

- 1. the Insured is checked through the Arrival Immigration at the country of destination, or
- 2. the date of the cancellation of the Policy, or
- 3. the date of the expiry of the Policy,

whichever comes first.

Notes: In the case of travelling with connecting flights, the insurance coverage shall be in force only within the airport area.

#### Return Trip

The insurance coverage shall commence when the Insured is checked through the Departure Immigration to leave for Thailand and shall continue until

- 1. the Insured is checked through the Arrival Immigration in Thailand, or
- the date of the cancellation of the Policy, or
- 3. the date of the expiry of the Policy,

whichever comes first.

Notes: In the case of travelling with connecting flights, the insurance coverage shall be in force only within the airport area.

For the Insuring Agreement for Flight Delay, the insurance coverage shall become when the Insured has arranged to travel is delayed from schedule as stated in the air ticket when the Insured presents himself/herself for check-in within the time required by the airline and expire as described above.

For the Insuring Agreement for Trip Cancellation or Postponement, the insurance coverage shall become in force from the date or time of the policy issuance and expire at the date and time of departure from Thailand or the date of the cancellation of the Policy.

#### 2. Journey

From As Specified in the Policy Schedule
Destination As Specified in the Policy Schedule

Notwithstanding anything contained to the contrary in the Policy, this Endorsement shall supersede such where relevant. All other terms, conditions and exclusions remain unchanged.