Allianz AYUDHYA

Care Anywhere Plan

Insurance that Dares to Tell Conditions

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Allianz Ayudhya Family

Allianz AYUDHYA

Care Anywhere Plan

The English translation is for reference only.
If there is any discrepancy, conflict, or inconsistency between the two documents, the Thai version of the Insurance Policy shall prevail.

Thai version of policy terms and conditions can be downloaded from www.allianz.co.th/customer-care/document-downloads?menu=policy-wordings

Allianz AYUDHYA

Allianz Ayudhya General Insurance Public Company Limited.

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PERSONAL HEALTH AND ACCIDENT INSURANCE POLICY (TOP-UP)

In reliance upon the statements/declarations given in the insurance application form which forms an integral part of this **insurance policy**, and in consideration of the insurance premiums payable by the **insured**, subject to the definitions, the general terms and conditions, the insuring agreements, the general exclusions, and the attachments/endorsements to this **insurance policy**, the **company** undertakes and agrees to the **insured** as follows:

Section 1 Definitions

Unless specified otherwise in this **insurance policy**, terms and expressions used wherever herein have the same meanings as ascribed to them below:

Insurance fraud	means	fraudulently claiming for benefits under an **insurance policy** or presenting false evidence in making claims, including intentionally causing an **injury** or **sickness** in order to claim for compensations.
Insurance policy	means	the **insurance policy** schedule, schedule of benefits, general terms and conditions, general exclusions, insuring agreements, **insurance policy** attachments, insurance application form, special specifications, representations, insurance policy endorsements, and summary page of this **insurance policy**, which form an integral part of the insurance contract.
Company	means	the entity issuing the **insurance policy.**
Insured	means	the person named as insured in the schedule of this **insurance policy** or the insurance application form and/or the **insurance policy** endorsement(s) (if any).
Dependent(s)	means	the **insured**'s dependent(s) named in the **insurance policy** schedule attachment, namely: 1) the **insured**'s spouse; 2) the legal child(ren) of the **insured** or of the **insured**'s spouse, or juvenile who is under the **insured**'s legal custody whose age is from 2 weeks up to 20 years old and who has not yet married.
Covered person(s)	means	the **insured** and/or the **dependent(s)** of the **insured** who are named in this **insurance policy** schedule only.

Beneficiary(ies)	means	the person(s) named in this **insurance policy** to be the person(s) who is to receive the compensations. The **beneficiary(ies)** may change according to the **covered person**'s intention.
Accident	means	any incident that suddenly occurs due to an external factor and gives rise to a result that is not intended or anticipated by a **covered person**.
Injury	means	any bodily injury which is directly caused by an **accident** and occurs independently from other causes.
Sickness	means	any symptom, abnormality, or disorder of the body resulting from a disease.
Physician	means	a person who graduated with a Doctor of Medicine degree and has a license to practice medicine in accordance with the local law of the locality where his/her services are provided.
Dentist	means	a person who graduated with a Doctor of Dental Surgery degree and has a license to practice **dentistry** in accordance with the local law of the locality where his/her services are provided.
Dentistry/dental	means	any actions/acts performed to a human being in relation to diagnosis, treatment, or prevention, of dental diseases, dental organ diseases, diseases of organs in oral cavity, diseases of jaws and facial bones in connection with jaws, including any surgical actions and any actions/acts in the treatment, restoration, and rehabilitation of organs in oral cavity, jaws, facial bones in connection with jaws, and dental acts/dentistry in oral cavity.
Medical facility	means	any place arranged for practicing therapeutic arts or medical and public health professions in accordance with the applicable local law of the locality where the services are provided.
Hospital	means	any **medical facility** which provides medical services, where overnight-stay patients can be accommodated or treatments of diseases or **injuries** can be provided throughout 24 hours a day, and which is registered to operate as "hospital" in accordance with the local law of the locality where the services are provided.
Clinic	means	any **medical facility** which provides medical services, where overnight-stay patients cannot be accommodated, and which is registered to operate as "clinic" in accordance with the local law of the locality where the services are provided.
Inpatient	means	a person who, due to a medical necessity, needs to be hospitalized in a **hospital** or **medical facility** for medical treatments of an **injury** or **sickness** for not less than 6 consecutive hours, who must be registered as an **inpatient**, including the case where a patient is admitted as an **inpatient** and subsequently dies before the 6-hour period has been served.

Terrorism	means	any act of force or violence and/or intimidation by any person or group of persons, regardless of whether he/she/they act(s) alone or such action is taken on behalf of or in connection with any organization or government, with an aim for political, religious, indoctrination, or similar purposes, including to cause the government and/or the public or any part of the public to be in the state of panic or terror.
Policy year	means	a period of one year from the date on which the **insurance policy** comes into force or from the **policy year** anniversary date in the following years.
Premium in the renewal year	means	the premium in the renewal year in the event of renewal of **policy year** or in the event of reinstatement as approved by the Registrar.

Section 2 General Terms and Conditions

1 Insurance contract

This insurance contract is entered into by the **company** in reliance upon the **insured**'s statements/declarations in the insurance application form and the additional declarations (if any) signed by the **insured** as evidence of the agreement to insure under the insurance contract. Therefore, the **company** issues this **insurance policy**.

In the case where the **insured** knowingly declares a false statement in any statement/declaration referred to in paragraph one, or knowingly conceals a fact without notifying such fact to the **company**, which if the **company** had been aware of such fact, the **company** may have been motivated to charge a higher insurance premium or refuse to enter into the insurance contract, this insurance contract is voidable pursuant to Section 865 of the Civil and Commercial Code and the **company** is entitled to void the insurance contract.

The **company** will not deny its liability on the basis of any statement/declaration other than those declared by the **insured** in the documents set out in paragraph one.

2 Non-contestability or objection against the validity of the insurance contract

The **company** will not contest or object to the validity of this insurance contract once this **insurance policy** has been in effect while the **covered person** is alive for at least 2 years from the effective date (inception date) of this **insurance policy**, or the **covered person** has made the **insurance policy** with the **company** for at least 2 consecutive years, or upon the date on which the **company** approves for a benefit increase under this **insurance Policy**, whichever occurs later. In the event that the **company** approves for a benefit increase, the **company** may contest or object to the validity of this **insurance policy** only with respect to the increased benefits.

If any information which may entitle the **company** to void this insurance contract pursuant to paragraph one has come to the attention of the **company**, but the **company** does not exercise its right to void the insurance contract within 1 month from becoming aware of such information, the validity of the insurance contract may not be nullified by the **company**.

The **company** will not rely on any fact other than those declared in the insurance application form to contest or object against the validity of the **insurance policy** pursuant to paragraph one and paragraph two.

In this regard, the **company** will not contest or object against the validity of this **insurance policy** in the event that a **covered person** sustains an **injury** due to an **accident**, in which case, the **company** will pay the benefits under the **insurance policy** to the extent that the **company** has been notified of the claim for compensation under this **insurance policy**. Once the **company** approves the payment of benefits with respect to the occurrence of such **accident**, this **insurance policy** will cease to provide the coverage from the following day of the date on which the right of claim for compensation under this **insurance policy** has arisen, and the **company** will return the premium to the **insured** after a deduction of the premium with respect to the insuring agreement(s) under which the benefit(s) for such **injury** has been paid, in the amount proportionate to the covered period. For other benefits that no claim payment has been made, the **company** will return the full amount of premium.

3 Validity of the insurance contract and amendment of the insurance contract wording

This **insurance policy** including the insuring agreements and the attachments/endorsements constitute an insurance contract. Any amendment of any provision/wording in the insurance contract will be valid only with the **company**'s consent and if it is recorded in this **insurance policy** or in an attachment/endorsement.

4 Premium payment and commencement of coverage (inception date)

4.1 Premium payment on an annual basis:

4.1.1 Annual premium payment will be due and payable by the **insured** immediately upon or before the commencement of coverage, and the coverage will commence to take effect on the date specified in the **insurance policy** schedule.

4.1.2 The **insured** must make payment of the **premium in the renewal year** within 31 days from the expiration date of the **insurance policy** in the previous year as specified in the **insurance policy** schedule. The policy terms related to the non-contestability period, pre-existing conditions, and waiting period (if any) will not be re-imposed by the **company**.

4.1.3 If the **insured** fails to pay the **premium in the renewal year** within the prescribed period, it will be deemed that the **insured** does not wish to renew the **insurance policy** and the coverage under this **insurance policy** will expire on the expiration date of the insurance period specified in the **insurance policy** schedule.

4.2 Premium payment on a monthly installment basis:

4.2.1 The first installment of premium payment will be due and payable by the **insured** immediately upon or before the commencement of coverage, and the coverage will commence to take effect on the date specified in the **insurance policy** schedule.

4.2.2 The subsequent installments of premium will be due and payable on the monthly anniversary date of the previous month premium payment. The **company** will automatically deduct the insurance premiums via the bank account or credit card as agreed by the **insured**.

4.2.3 In the event that the **company** is unable to deduct the insurance premiums of any month via the bank account or credit card, the **company** will provide leniency by having the outstanding balance accrued and carried forward to be collected together with the insurance premium of the following month. The policy terms related to the non-contestability period, pre-existing conditions, and waiting period (if any) will not be re-imposed by the **company**. If the **company** is still unable to collect such insurance premium thereafter, the coverage under this **insurance policy** will expire on the last day that the paid premium can purchase the coverage.

4.3 In the event that there is a cause for benefit claim in the grace period and the **company** has not yet received the insurance premium payment, the **company** will deduct the unpaid premium for that **policy year** from the amount of benefit payable under this **insurance policy** and pay the remainder of the benefit to the **covered person** or the **beneficiary(ies)** (in case of death).

5 Misstatement in relation to age or sex

If the age or gender of a **covered person** is misstated resulting in the **company** receiving less insurance premium than the specified rate, the benefits to be received/the sum insured to be covered under this **insurance policy** will be equal to the amount for which the paid premium may have had been paid to purchase the coverage under this **insurance policy** based on the correct age and sex. If the **covered person** of such correct age or sex may not be covered under this **insurance policy**, the **company** will pay no benefit and will return the paid premium under this **insurance policy**.

If the **company** receives the insurance premium in excess of the specified rate, the **company** will return the overpaid amount of premium to the **insured**.

6 Coverage for the dependents(s)

6.1 The **dependent(s)** will be covered under this **insurance policy** only if the **insured** remains covered under this **insurance policy**.

6.2 If a **dependent** is hospitalized for medical treatments in a **medical facility** before the insurance effective date, such **dependent** will not be covered under this **insurance policy** until he/she has been cured and discharged from the **hospital** or **medical facility**.

7 Request for coverage during policy year

In the event that the **insured** notifies an additional number of **covered person(s)** and additional name(s) of **covered person(s)** during the **policy year**, the **company** will charge the premium in the amount in proportion to the actual period of coverage. In this regard, in the event that the benefit to which the **covered person(s)** is entitled to is in the form of maximum benefit per year, the **company** will pay out such benefit to the **covered person(s)** in the maximum benefit amount pro rata to the actual covered period.

8 Renewal at the anniversary of policy year

This **insurance policy** will, without any evidence being required, be renewed on the anniversary of the **policy year** until the **policy year** that the **covered person** turns 80 years of age, except where this **insurance policy** takes effect before the **covered person** turns 60 years of age, in which case, the **covered person** will be entitled to renew the **insurance policy** for a lifetime upon the condition that payments of annual premium are continuously made. However, in the event that the **company** agrees to renew the **insurance policy**, the **company** reserves the rights:

8.1 to adjust the premium rate in accordance with Clause 9 **Premium adjustment** of the general terms and conditions and as approved by the registrar; and

8.2 to amend the insurance conditions and the conditions of coverages of the renewal **insurance policy** as necessary, whereby the **company** must notify the **insured** in the event of any change, addition, or extension of the coverage, the general terms and conditions, the exclusions, the insuring agreements, the attachments/endorsements, or other material parts of the **insurance policy**.

8.3 The **company** reserves the right not to renew the **insurance policy** in any of the following events:

8.3.1 There is evidence that a **covered person** fails to make an accurate and true statement/declaration in the insurance application form or the renewal application form, the health declaration, and any other additional statements/declarations related to the making of the health **insurance policy**, which such statement/declaration is material such that it may cause the **company** to require a higher premium, or refuse to provide an insurance, or provide a conditional insurance.

8.3.2 A **covered person** claims for any benefit with respect to a medical treatment of an **injury** or **sickness** without any **medical necessity**.

8.3.3 A **covered person** claims for compensation for his/her hospitalization for a medical treatment at a **hospital** or **medical facility** from multiple insurers in the total amount that exceeds his/her actual income.

In the event of no renewal for any reason specified above, the **company** must send a prior written notice to the **covered person(s)** by registered post or other means agreed by the **insured** at least 30 days before this **insurance policy** expires as specified in the **insurance policy** schedule and/or the endorsement(s) (if any).

9 Premium adjustment

The **company** may adjust the premium on the anniversary date of the **policy year** due to any of the following factors:

9.1 age and occupation of each individual;

9.2 inflation of medical costs, or the overall claims experience of the relevant product portfolio, whereby the **company** will send a written notice to the **covered person(s)** by registered post or other means agreed by the **insured** at least 30 days in advance.

In this regard, the adjusted premium must be at the rate that has already been approved by the registrar.

10 Change of benefit and coverage

If a benefit or coverage with respect to a **covered person** under the conditions of this **insurance policy** has been increased during the period in which the **insurance policy** is in effect or in the renewal year, such change will be effective on the first day of the subsequent month after the **company** has been notified of the **insured**'s change, provided that:

10.1 If a **covered person** sustains any **injury** or **sickness** before the benefit increase, the maximum amount of benefit to be received for the medical treatments of the **injury** or **sickness** occurring before the benefit increase will not exceed the original maximum amount of benefit prior to the benefit increase.

10.2 If a **covered person** has been covered for **injuries** or **sicknesses** pursuant to the original benefits and coverages including the pre-existing conditions before the benefit increase, the maximum amount of benefit to be received will not exceed the original maximum amount of benefit before the benefit increase.

In this regard, the **insured** must send a written notice to the **company** as to notify any change of the benefit and coverage and the **company** agrees to provide the coverage accordingly.

11 Termination/expiration of insurance policy

The coverages for the **covered person(s)** under this **insurance policy** will terminate upon an occurrence of any of the following events, whichever occurs first:

11.1 The **insured**'s failure to pay the premium of this **insurance policy** within the period specified in the general terms and conditions and Clause 4 **Premium payment and commencement of coverage (inception date)**, in which case, the coverages under this **insurance policy** will terminate on the last day that the paid premium can be paid to purchase the coverage.

11.2 At the end of the insurance period specified in the **insurance policy** schedule in the **policy year** in which the **covered person** turns 80 years of age, unless this **insurance policy** takes effect before the **covered person** turns 60 years of age, in which case, the **covered person** will be entitled to renew the **insurance policy** for a lifetime, provided that premium payments are continuously made.

11.3 Upon the **covered person**'s death due to a cause not covered under this **insurance policy** or the **covered person**'s incarceration in a prison or penitentiary, in which case, the **company** will return the premium to the **beneficiary(ies)** after a deduction of the premium pro rata to the period for which this **insurance policy** has been in effect, unless the **company** has made payments of all items of benefits in the maximum amount per **policy year** (if any) as shown in the **insurance policy** schedule or the schedule of benefits in full.

11.4 Upon the **covered person** or the **company**'s termination of the **insurance policy** pursuant to Clause 17 **Termination of insurance policy** of the general terms and conditions.

11.5 Upon the **company**'s non-renewal of this **insurance policy** pursuant to Clause 8 **Renewal at the anniversary of policy year** on an anniversary date of **policy year**, in which case, the **company** must send a prior written notice to the **covered person(s)** by registered post or other means agreed by the **insured** at least 30 days before the expiration date of this **insurance policy** specified in the **insurance policy** schedule or the endorsement(s) (if any).

11.6 This **insurance policy** and all insurances under this **insurance policy** will expire at 24.00 hours, Thailand time, on the expiration date of the **insurance policy**.

11.7 The coverages for each **dependent** under this **insurance policy** will expire/terminate upon:

11.7.1 the expiration/termination of the **insured**'s coverages;

11.7.2 the **dependent**'s lack of a qualification pursuant to the relevant definition.

11.7.3 there is clear evidence to the **company** that the **dependent** has committed an **insurance fraud** for himself/herself or others to benefit from this insurance, the **company** will not be liable for any claims arising out of such actions. In such case,

11.7.3.1 the **company** will return to the **insured** the premium after a deduction, on a pro rata basis, of the amount of premium for the period during which this **insurance policy** has been in force in case of annual premium payment;

11.7.3.2 in case of premium payment on a monthly installment, the insurance policy will expire on the last day that the paid premium can purchase coverage. The **company** does not have to return the premium to the insured.

In this regard, for insurance policy termination under clause 11.7.1 and 11.7.2, the **dependent(s)** may apply for continued coverages in accordance with Clause 16 **Change of insured** of the general terms and conditions.

The termination/expiration of this **insurance policy** will not affect any rights of claim accrued before the termination/expiration of this **insurance policy**. The **company**'s receipt of premium payment after the termination/expiration of this **insurance policy** will not create any liability to the **company**, but the **company** will return such premium.

12 Reinstatement of insurance policy

If the coverages under this **insurance policy** terminate because the **insured** fails to pay the premium within the specified period under Clause 4 **Premium payment and commencement of coverage (inception date)** of the general terms and conditions, the **insured** may, subject to the **company**'s consent, request for a reinstatement of this **insurance policy** within 90 days from the date on which the premium payment becomes due. Once the **company** agrees that this **insurance policy**'s effectiveness be reinstated as per the **insured**'s request, this **insurance policy** will commence to provide coverages for the **injuries** or **sicknesses** which occur from the approval date of the reinstatement of this **insurance policy** onwards, whereby the policy terms related to the non-contestability period, pre-existing conditions, and waiting period (if any) will not be re-imposed by the **company**.

In the event that the **company** agrees to a reinstatement, the **insured** must pay the premium of this **insurance policy** in proportion to the period of coverage from the date on which the **company** approves the reinstatement of this **insurance policy**.

13 Medical examination

The Company has the rights to, at the **company**'s own expense, examine the **covered person**'s history/ records of medical treatments and diagnosis as necessary for this insurance, and perform an autopsy in necessary cases, provided that it is not against the law to do so.

In the event that a **covered person** does not give his/her consent for the **company**'s examination of his/ her records of medical treatments and diagnosis for the **company**'s consideration on the benefit payment, the **company** may refuse to provide coverages under this **insurance policy** for the **covered person**.

14 Notice and claim

The **covered person**, or the **beneficiary(ies)**, or the representative(s) of such person, as the case may be, must, without delay, notify the **company** of any **injury** or **sickness** which may be a cause of benefit claim under this **insurance policy**, and in the event of death, the **company** must be notified immediately, unless it can be proved that there is a reasonable and necessary cause resulting in it being impossible to do so, provided that such notice is given to the **company** as soon as practicable.

15 Payment of compensation

The **company** will pay the compensations or the general rate of service charges within 15 days from the date of the **company**'s receipt of the complete and correct evidence showing the losses or damages. The **company** will pay the death compensation to the **beneficiary(ies)** and other compensations will be paid to the **covered person**.

If there is a reasonable cause of doubt that the aforementioned claim for the **company**'s payment of compensation under this **insurance policy** is not made in accordance with the insuring agreements set out in the **insurance policy**, the period so specified may be extended as necessary but in no event may the period exceed 90 days from the date of the **company**'s receipt of the complete documents.

In the case where the **covered person** receives a medical treatment outside Thailand pursuant to an insuring agreement of this **insurance policy**, the **company** will pay the benefits based on the exchange rate prevailing on the date specified in the medical expense receipt.

In this regard, if the **company** fails to complete the benefit payment within the period specified above, the **company** will be liable for the interest at the rate of 15 percent per annum accruing on the amount payable from the due date

16 Change of insured

In the event that the **insured** dies or the **insurance period** expires pursuant to Clause 11 **Termination/ expiration of insurance policy** of the general terms and conditions, the spouse or eligible child may request that the **insurance policy** be continuously in effect by requesting to change the **insured** in this **insurance policy**, within 90 days from the date on which the **insurance policy** expires/terminates.

In the event that the **company** agrees to change the **insured**, the **insured** must pay the premium of this **insurance policy** in proportion to the period of coverage from the date of the **company**'s approval on the change of the insured.

17 Termination of insurance policy

17.1 In the case of annual premium payment:

17.1.1 The **company** has the right to terminate this **insurance policy** by sending a prior written notice of not less than 30 days in advance to the **insured** by registered post to the most recent address notified to the **company** or by other means agreed by the **insured**. If there is clear evidence to the **company** that the **insured** has committed an **insurance fraud** for himself/herself or others to benefit from this insurance, the **company** will not be liable for any claims arising out of such actions.

In this case, the **company** will return to the **insured** the premium after a deduction, on a pro rata basis, of the amount of premium for the period during which this **insurance policy** has been in force.

This is except for the case where the **insured** terminates the **insurance policy** in accordance with Clause 17.1.2 and the **company** has already paid out the maximum amount of benefit per **policy year** (if any) or the full amount of sum insured specified in the schedule of benefits, in which case, the **company** will not return the premium.

In this regard, the **dependent(s)** may apply for continued coverages in accordance with Clause 16 **Change of insured** of the general terms and conditions.

17.1.2 The **insured** may terminate this **insurance policy** by sending a written notice to the **company**, and the **insured** will be entitled to receive a return of premium after a deduction of the amount of premium for the period during which this **insurance policy** has been in force according to the short-term insurance premium rates set out in the following table:

Table of Short-Term Insurance Premium Rates

Insurance Period (not exceeding/month(s))	**Percentage of Full Year Premium**
1	15
2	25
3	35
4	45
5	55
6	65

Insurance Period (not exceeding/month(s))	Percentage of Full Year Premium
7	75
8	80
9	85
10	90
11	95
12	100

17.2 In the case of premium payment under Clause 4.2 Premium payment on a monthly installment basis of the general conditions:

17.2.1 The **company** may terminate this **insurance policy** by sending a prior written notice to the **insured** at least 30 days in advance by registered post to the most recent address notified to the **company** or by other means agreed by the **insured**. If there is clear evidence to the **company** that the **insured** has committed an **insurance fraud** for himself/herself or others to benefit from this insurance, the **company** will not be liable for any claims arising out of such actions. The **insurance policy** will expire at the end of the last month for which the premium has been paid. The **company** does not have to return the premium to the **insured.**

This is except for the case where the **insured** terminates the **insurance policy** in accordance with Clause 17.2.2 and the **company** has already paid out the maximum amount of benefit per **policy year** (if any) or the full amount of sum **insured** specified in the schedule of benefits, in which case, the **company** will not return the premium.

In this regard, the **dependent(s)** may apply for continued coverages in accordance with Clause 16 **Change of insured** of the general terms and conditions.

17.2.2 The **insured** may terminate this **insurance policy** by sending a written notice to the **company**. The **insurance policy** will automatically terminate on the last day that the paid premium can purchase coverage, whereby the **company** is not be required to return the insurance premium to the **insured**.

18 Dispute resolution by arbitration

In the event that any dispute, controversy, or claim arises under this **insurance policy** between a person who has the right of claim under the **insurance policy** and the **company**, and if the person who has the right of claim wishes and considers that it is appropriate to settle such dispute by way of arbitration, the **company** agrees to the said, and such dispute must be referred to and decided by arbitration in accordance with the Office of Insurance Commission's regulations on arbitration.

19 Area of coverage

This insurance provides 24/7 worldwide coverage, except for the medical expenses incurred in the United States which the **company** will pay the benefits under this **insurance policy** only for the **injuries** arising from **accidents** occurring to the **covered person** during their stay in the United States.

20 Condition precedent

The **company**'s liability to pay compensations under this **insurance policy** is conditional upon the fulfilment by the **covered person**, the **beneficiary(ies)**, or the representative(s) thereof, as the case may be, of all conditions of the insurance contract and the **insurance policy**.

21 Free Look Period

If the **insured** wishes to cancel this **insurance policy** for whichever reason, the **insured** can return the **insurance policy** to the **company** within 15 days from the date on which the **insured** receives the **insurance policy** from the **company**, in which case, the **company** will return the insurance premium after a deduction of the actual health check-up fee and the **company**'s expenses in the amount of 0 Baht per **insurance policy** within 15 days from the date on which the **company** receives the cancellation notice. In the event that the **insured** has already exercised the right to claim for compensation, the **insured** has no right to cancel the **insurance policy** pursuant to this condition. However, the **insured** will not be deprived of the right to terminate the **insurance policy** in accordance with Clause 17 **Termination of insurance policy** of the general terms and conditions.

Section 3 General Exclusions

This insurance does not cover medical expenses or any losses or damages resulting from any injuries or sicknesses (including complications), symptoms, or disorders caused by:

1. **injuries that occur as a result of the covered person's action:**
    1) **while under the influence of narcotics or addictive substances/drugs to the extent of being unable to control one's mind/to maintain consciousness; or**
    2) **while under the influence of alcohol with an alcohol level in the body at the time of the test reaching 150 milligram percent or above; or**
    3) **while under the influence of alcohol to the extent of being unable to control one's mind/ to maintain consciousness in the event of no test/measurement or in the event that the level of alcohol cannot be measured;**
2. **injuries that occur while the covered person is committing a felony/serious crime or while the covered person is under arrest or is escaping the arrest;**
3. **injuries that occur while the covered person is in any kind of car or boat race, horse race, any kind of ski race including jet ski, skating, boxing parachuting (except for parachuting for life saving), paramotor or glider ride or race, or while boarding or alighting from or traveling in a balloon, bungee jumping, diving with oxygen tank and breathing apparatus/equipment under water (scuba diving);**
4. **war, invasion, malicious act of foreign enemies, or warlike malicious act, whether or not a war is declared, civil war, uprising, rebellion, riot, strike, civil commotion, revolution, coup d'état, declaration of martial law, or any event which will result in declaration or maintaining of martial law;**
5. **terrorism caused by act of force or violence and/or intimidation by any person or group of persons, regardless of whether he/she/they act(s) alone or such an action is taken on behalf of or in connection with any organization or government, with an aim for political, religious, indoctrination, or similar purposes, including to cause the government and/or the public or any part of the public to be in the state of panic or terror;**
6. **radiation or radioactive emission from any nuclear fuel or nuclear waste due to the combustion of nuclear fuel and any process of self-sustaining nuclear fission or fusion.**

Section 4 Coverage/Insuring Agreements

Subject to the requirements, the general terms and conditions, general exclusions, the insuring agreements, and the attachments/endorsements of the **insurance policy**, and in consideration of the premium payable by the **insured**, the **company** agrees to provide the coverages for the following insuring agreements with respect to which the amount of benefit/the sum insured is specified in the schedule of benefits, the insuring agreements, and the attachments/endorsements of the **insurance policy**.

Health Insurance Coverage Section

Additional Definitions

Specialist physician	means	a **physician** who obtains a certificate or diploma to be a specialist in a particular field from the Medical Council or an equivalent institute under the local law of the locality where his/her services are provided, and who is not a **physician** in charge of the patient but provides consultation, care, or treatments along with the **physician** in charge of the patient.
Nurse	means	a person who is licensed to practice nursing in accordance with the local law of the locality where his/her services are provided.
Outpatient	means	a patient who receives a **medical treatment** for an **injury** or **sickness** at the outpatient department or in the emergency room of a **hospital** or **medical facility** with no **medical necessity** to be hospitalized as **inpatient**.
Medical treatment(s)	means	provision of medical and public health services for examination, diagnosis, treatment, mitigation, nursing, and rehabilitation, that are necessary for health and livelihood.
Per confinement	means	each hospitalization as **inpatient** for medical treatment(s), or each major surgery treatment without the hospitalization as **inpatient (day surgery)**, in a **hospital** or **medical facility**. In this regard, hospitalizations as **inpatient** for treatments, or major surgery treatments without hospitalization as **inpatient (day surgery)** in a **hospital** or **medical facility**, regardless of how many times, due to the same **injury** or **sickness** which has not been cured, including related or continuous complications, within 90 days from the date of last discharge from the **hospital** or **medical facility** will be considered as a single confinement.
Maximum benefit per policy year	means	the maximum amount of benefit per **policy year** which can be categorized into 2 cases: (1) For **inpatient** cases, medical expenses will commence to be calculated from the first day of any hospitalization for treatments as **inpatient** in that **policy year**, regardless of whether such hospitalization ends in the same **policy year** or not. (2) For **outpatient** cases, medical expenses will be calculated according to the dates of **medical treatments** that occur in the **policy year**.

Medical standards	means	the rules or guidelines for **medical treatments** of **injuries** or **sicknesses** according to academic principles that are in line with the local standards of the locality where the services are provided as follows: (1) relevant professional standards and regulations; (2) **medical facility** standards; (3) medication and medical device/equipment standards; (4) non-discrimination patient care principles.
Medical necessity	means	the necessity of medical services or other services of a **hospital** or **medical facility** for diagnosis and treatment of an **injury** or **sickness**, subject to the following conditions: (1) It must be consistent with the diagnosis and the treatment according to the condition of the **covered person**'s **injury** or **sickness**; (2) It must be in consistent with the **medical standards**; (3) It must not be for the sole convenience of a **covered person** or his/her family, or of the **medical treatment** service provider.
General rate (of service charge)	means	a rate of medical service fee or medical expense of the **hospital** or **medical facility** where a **covered person** receives **medical treatments** that is not higher than the rate of other patients who receive **medical treatments** in that **hospital** or **medical facility** at the same time.
Alternative medicine	means	medical treatments of **injuries** or **sicknesses** by a local licensed health practitioner of traditional Thai medicine, traditional Chinese medicine, chiropractic, or other practices which are not conventional medicine.
Deductible	means	the first portion of the loss/damage which is borne by the **covered person** pursuant to the terms of the insurance contract.
Copayment	means	the joint labilities between the **company** and the **covered person** for the **medical treatment** expenses payable based on the benefit amount after deduction of the **deductible** (if any).

<u>Additional General Terms and Conditions</u> (applicable only to the Health Insurance Coverage Section)

1. Submission of evidence of claim

The **covered person** or the **covered person**'s representative, as the case may be, must, at their own expense, submit the following evidence to the **company**:

1.1 compensation claim form prescribed by the **company**;

1.2 medical report indicating key symptom(s), result(s) of diagnosis, and treatment(s);

1.3 original receipt(s) showing the itemized medical expenses or summary of expenses/closing statement with the receipt(s).

The above evidence must be submitted within 30 days from the date of discharge from the **hospital** or **medical facility** or the date of receiving the **medical treatment(s)** from the **clinic**. The receipt must be the original receipt. The **company** will return the original receipt certifying the amount already paid so that the **covered person** can claim for the shortfall amount from other insurer(s). If the **covered person** has received compensations from the state welfare, any other welfare scheme, or other insurance, the **covered person** is allowed to submit a copy of the receipt noting the amount paid from the state welfare or other agency(ies)/entity(ies) in order to claim for the shortfall amount from the **company**.

Failure to submit the evidence within the said period does not impair the right of claim if it can be demonstrated that there is a reasonable cause of such failure to submit the evidence within the specified period, but the evidence has been submitted as soon as practicable.

2. Charge-back of medical expenses that are in excess of the benefit entitlement

The **company** has the right to charge back against the Covered Person the portion of medical expenses that is not covered by, or that is in excess of, the benefit entitlement set out in, the schedule of benefits, but has been paid in advance by the **company** to a **hospital**, **medical facility** or **clinic.**

3. Pre-existing conditions

The **company** will not pay the benefits under this **insurance policy** for any chronic diseases, **injuries** or **sicknesses** (including complications) that have not been cured prior to the date on which this **insurance policy** takes effect for the first time, unless:

3.1 the **covered person** has already notified to the **company** and the **company** agrees to take the associated risks with no condition to exclude the coverage thereof; or

3.2 such a chronic disease, **injury** or **sickness** (including complications) has been asymptomatic, has not been examined, treated, or diagnosed by a **physician**, or the **covered person** has not met or consulted a **physician**, during the 5-year period prior to the first effective date of this **insurance policy** and during the 3-year period from the first effective date of this **insurance policy**.

4. Waiting Period

The **company** will not pay the benefits under this **insurance policy** for:

4.1 any **sicknesses** occurring within 30 days from the effective date of coverage or the date on which the **company** approves an additional/increased benefit under this **insurance policy**, whichever occurs later; or

4.2 any of the following **sicknesses** occurring within 120 days from the effective date of coverage or the date on which the **company** approves an additional/increased benefit under this **insurance policy**, whichever occurs later:

- all types of tumors, cysts, or cancer;
- hemorrhoids;
- all types of hernias;

- pterygium or cataracts;
- tonsillectomy or adenoid excision;
- all types of gallstones;
- varicose veins on leg;
- endometriosis.

In the event that the **company** approves an additional/increased benefit pursuant to **Clause 10 Change of benefit and coverage** of the general terms and conditions, the **company** will not provide coverage only with respect to the additional/increased benefit.

The **company** will not re-impose this **waiting period** condition if the **covered person** sustains an **injury** or has to undergo an emergency surgery that is not caused by a continual condition of a pre-existing disease.

Additional Exclusions (applicable only to the Health Insurance Coverage Section)

This insurance does not cover any medical treatment expenses or damages resulting from any injuries or sicknesses (including complications), symptoms, or disorders caused by:

1. **conditions resulting from congenital anomalies/abnormalities, or congenital incomplete body organ system, or genetic diseases/disorders, or physical development abnormalities, unless this insurance policy has been in effect for at least 1 year and the symptom appears after the covered person has reached 16 full years of age;**
2. **examination, treatment or surgery for cosmetic purposes, or to solve problems on complexion, acne, spots, blemishes, freckles, dandruff, hair-fall, or weight control, or optional surgery that can be replaced by an alternative therapy, except reconstructive surgery for a wound resulted from a covered accident;**
3. **pregnancy, miscarriage, abortion, childbirth, pregnancy complications, solving of infertility problem (including investigation, analysis, and treatment thereof), sterilization, or contraception, except choriocarcinoma;**
4. **AIDS or venereal or sexually transmitted diseases, whereby AIDS includes Acquired Immune Deficiency Syndrome caused by infection with the AIDS virus including opportunistic microbial infections or any infections or illnesses in which a blood test shows positive for the HIV (Human Immunodeficiency Virus). Opportunistic microbial infections include (but not limited to) pneumocystis carinii pneumonia, organism causing chronic enteritis, disseminated virus and/or fungi infection, malignant neoplasm including (but not limited to) Kaposi's sarcoma, central nervous system lymphoma, and/or other serious diseases that are currently known as symptoms of immunodeficiency (Acquired Immunodeficiency Syndrome) or which causes sudden death, illness, or disability. AIDS includes HIV (Human Immunodeficiency Virus) that causes encephalopathy dementia;**

5. **examination, treatment, or prevention of, use of drugs or substances for, anti-aging purposes, or hormone replacement therapy for women nearly to be in or in the menopause age, female or male sexual dysfunction, treatment for sexual disorder and sex reassignment;**
6. **health check-up, request for hospitalization in hospital or medical facility, or request for surgery, recuperation, or rest for recovery, or treatment by rest cure, hospitalization in hospital or medical facility to have a general care assistant, examination or treatment that is not related to the disease causing the hospitalization in hospital or medical facility, examination and diagnosis of an injury or sickness, treatment or examination or analysis of the cause which is not a medical necessity or not in accordance with the medical standards;**
7. **examination and treatment of eye/sight disorder, LASIK surgery, expenses for vision aid equipment, or treatment for sight/vision impairment/abnormality/disorder;**
8. **dental or gum examination, treatment, or surgery, dentures making, dental crowning, root canal treatment, dental filling, orthodontic treatment, teeth scaling, dental extraction, dental implant, except in case of necessity due to an Injury caused by an accident, excluding costs of dentures, dental crowning, root canal treatment, and dental implant;**
9. **treatment or therapy of addiction to narcotics, tobacco, alcohol or psychotropic substances, such as alcoholic gastritis, and alcoholic hepatitis;**
10. **examination and treatment of mental or psychiatric condition/illness/disease/disorder, behavioral or personality disorder, or symptoms associated therewith, including attention deficit hyperactivity disorder, autistic disorder, stress, eating disorder, or anxiety;**
11. **examination or treatment which is still under experiment/in trial, examination or treatment of disease or symptom of sleep apnea, examination or treatment of sleep disorder or snoring;**
12. **inoculation or vaccination except for rabies vaccination after an animal's attack and tetanus vaccination after sustaining an injury;**
13. **non-conventional medical examination and treatment including alternative medicines.**
14. **expenses arising from medical examinations and treatments that the covered person who is a physician orders for himself/herself, including expenses arising from medical examinations and treatments from a physician who is the covered person's father, mother, spouse, or child;**
15. **suicide, attempted suicide, self-inflicting/harm, or attempted self-inflicting/harm, regardless of whether it is done by himself/herself or he/she permits other person to do so, regardless of whether he/she is in a state of insanity while doing it or not, including any accidents caused by the covered person eating, drinking, or injecting poisonous/toxic drugs substances into his/her body, or overuse of drugs than that prescribed by a physician (medication overuse).**

Insuring Agreement for Major Medical Treatment
to be attached to the Personal Health Insurance Coverage Section –
Personal Health and Accident Insurance Policy (Top-Up)

Additional Definitions

Major surgery	means	any surgical procedure in which a resection through a wall or cavity of body is performed with the use of general anesthesia or regional anesthesia being required.
Minor surgery	means	any surgical procedure in which only skin, subcutaneous layer, or epithelial layer is resected with the use of topical/local anesthesia.
Day surgery	means	any **major surgery** or surgical replacement procedure, or use of special therapeutic tool that can replace major surgery, which does not require a patient to be hospitalized for treatments in a **hospital** or **medical facility** as an **inpatient**.

During the effectiveness of this **insurance policy**, the **company** will pay the benefits under this insuring agreement when a **covered person** sustains an **injury** or **sickness** after the waiting period has been served, causing a **medical necessity** for such **covered person** to be hospitalized for **medical treatments** in a **hospital** or **medical facility**. The **company** will pay the benefits for the expenses which arise from **medical treatments** according to the **medical necessity** and **medical standards** at the **general rate** for the actual amount paid which must not exceed the corresponding benefit amounts specified in the schedule of benefits of this **insurance policy** or the attachment(s)/endorsement(s) (if any) for the following items:

Benefits	Benefit (Baht)	Maximum payable per day or occurrence	Maximum payable (Baht)
Major Medical Treatment Benefit			Details as specified in the schedule of benefits as attached in the **insurance policy**.
Section 1 Room and board including service charges **(inpatient) per confinement.** In the case that a **covered person** has received medical treatments in an Intensive Care Inpatient Room, the **company** will pay the benefit for the room and board including service charges **(inpatient)** up to the maximum of 2 times of the benefit for the room and board including service charges **(inpatient)** for the period of up to 15 days.	Details as specified in the schedule of benefits as attached in the **insurance policy**.		
Section 2 Medical expenses (inpatient) per confinement. The **company** will pay 80 percent of the eligible expenses.			
Section 3 Emergency ambulance services.			

Deductible / Copayment	
Deductible per confinement	Details as specified in the schedule of benefits as attached in the **insurance policy**.

Maximum benefit **per confinement:** Details as specified in the schedule of benefits as attached in the **insurance policy.**

Coverage

The **company** will pay the benefits for the following medical services.

Section 1 Room and board including service charges (inpatient).

- The **company** will pay the benefit for room and board charges, including **inpatient** service fees.
- In the case that a **covered person** has received medical treatments in an Intensive Care Inpatient Room, the **company** will pay the benefit for the room and board including service charges (**inpatient**) up to the maximum of 2 times of the benefit for the room and board including service charges (**inpatient**) for the period of up to 15 days.

Section 2 Medical expenses (inpatient).

The **company** will pay the benefits for medical expenses for diagnostic or therapeutic procedures, blood and blood component, nursing services, medicines, parenteral nutrition, and medical supplies during the period a **covered person** is hospitalized for treatments as an **inpatient**, as follows:

Subsection 2.1 Medical expenses for diagnostic procedures.

The **company** will pay the benefit for medical expenses for laboratory and pathological test and diagnostic procedures, diagnostic radiology and medical imaging, diagnostic interventional radiology, nuclear medicine diagnostic procedures, electrocardiogram, **physician** fee for interpretations of the results of such diagnostic tests (if any), and other medical expenses for diagnostic procedures.

Medical practitioner fees for consultant specialist physician(s) in case of no surgery.

In the case that the **insured** receives treatments in a **hospital** with no surgery and the **physician** in charge consults a **specialist physician(s)**, the **company** will pay the benefit for medical practitioner fees for consultant **specialist physician(s)** under this Subsection 2.1 for the eligible expenses but not exceeding the benefit limit specified in the schedule of benefits.

Subsection 2.2 Medical expenses for therapeutic procedures, blood and blood component, and nursing services.

The **company** will pay the benefit for medical expenses for therapeutic procedures in which a **covered person** receives **medical treatments** by interventional radiology, radiotherapy, nuclear medicine therapy (including brachytherapy), physical therapy, occupational therapy, blood transfusion, medical equipment, orthotic services (excluding equipment costs), **medical treatment** service packages, and nursing services excluding special care nursing services.

Subsection 2.3 Medicines, parenteral nutrition, and medical supplies.

The **company** will pay the benefit for medical expenses for medicines, parenteral nutrition, and medical supplies, but excluding the following medical supplies and equipment:

(a) automated external defibrillator (AED), defibrillator, or pacemaker attached outside of a patient's body;

(b) external prosthetic organ, orthotics, prosthetic device;

(c) durable medical supplies for external use (medical supplies 2), such as, medical equipment and durable supplies, hearing aid, eyeglasses, contact lenses, eyeglass lenses, ventilator, oxygen equipment, vital sign measurement equipment/machine (pulse, blood pressure, temperature), assistive walking equipment/device, wheelchairs;

(d) prosthetic organs, such as, prosthetic arms, legs, or eyes.

Subsection 2.4 Home medications and consumable medical supplies (medical supplies 1).

The **company** will pay the benefit for medical expenses for home medications and consumable medical supplies (medical supplies 1) for continual treatments after being discharged from such hospitalization, for a maximum of 14 days.

Subsection 2.5 Medical practitioner (physician) fees for examinations and treatments.

The **company** will pay the benefit for medical practitioner (physician) fee for examinations and treatments where a **covered person** receives examinations and treatments while being hospitalization as an **inpatient** in this **hospital** or **medical facility**.

Subsection 2.6 Operating theater and medical procedure room.

The **company** will pay the benefit for operating theater and medical procedure room, and the service charges for medical device/equipment used in such rooms.

Subsection 2.7 Medicines, parenteral nutrition, medical supplies, and surgery and procedure equipment.

The **company** will pay the benefit for medical expenses for medicines, parenteral nutrition, medical supplies, and operating theater equipment used to perform the surgeries or medical procedures.

Subsection 2.8 Surgeons' fees (including fees for surgical assistants).

The **company** will pay the benefit for the medical practitioners' fees (including but not limited to physician(s), surgeon(s) and surgical assistant(s)) for performing surgeries and medical procedures, including **medical practitioner fees for consultant specialist physician(s)**, in accordance with the actual amount charged but not exceeding the benefit limit specified in the schedule of benefits, whichever is less.

Subsection 2.9 Anesthesiologists' fees.

The **company** will pay the benefit for anesthesiologists' fees for anesthesia or pain suppression in the surgeries or medical procedures by surgeon in accordance with the actual amount charged.

Subsection 2.10 Day surgery

In the case that a **covered period** has received a **major surgery** treatment that does not require such **covered person** to be hospitalization as an **inpatient**, the **company** will pay the benefit as if such **covered person** is hospitalized for treatments as an **inpatient** in a **hospital** or **medical facility**.

Subsection 2.11 Medical expenses for directly related diagnostic procedures occurring within 30 days before or after hospitalization.

The **company** will pay the benefit for medical expenses for laboratory and pathological test and diagnostic procedures, diagnostic radiology and medical imaging, diagnostic interventional radiology, nuclear medicine diagnostic procedures, electrocardiogram, **physician** fees for interpretations of the results of such diagnostic tests (if any), and other medical expenses for diagnostic procedures directly relating to the condition diagnosed within 30 days pre and post hospitalization.

Subsection 2.12 Outpatient follow up expenses post hospitalization within 30 days of discharge (excluding medical expenses for diagnostic tests)

The **company** will pay the benefit for medical expenses of continuing **medical treatments** in the outpatient department of a **hospital** or **medical facility** occurring within 30 days after being discharged from such hospitalization.

In this regard, the benefit will not include medical expenses for diagnostic tests related thereto.

Subsection 2.13 Rehabilitation expenses post hospitalization.

The **company** will pay the benefit for medical expenses for rehabilitation, physical therapy, occupational therapy, practitioners of rehabilitation medicine or physical therapists, medical equipment and supplies, for continual treatments in the outpatient department of a **hospital** or **medical facility** after being discharged as an **inpatient**.

In this regard, the benefit will not include nursing service fees and clinical psychology fees.

Subsection 2.14 Medical expenses for treatments of tumors or cancers by radiation therapy, interventional radiology, or nuclear medicine therapy.

The **company** will pay the benefit for medical expenses for treatments of tumors or cancers by radiation therapy, interventional radiology, or nuclear medicine therapy (including brachytherapy for cancer treatments), including medical practitioner fees for radiologists who provide the therapies.

Subsection 2.15 Medical expenses for treatments of cancers by chemotherapy.

The **company** will pay the benefit for medical expenses for treatments of cancers by chemotherapy, including targeted therapy covering hormone therapy, immunotherapy for treatments of tumors or cancer that is based on the standard of the Royal College for treatment of that tumor or cancer.

In this regard, the benefit will include medical practitioner fee for the **physician** who provide the therapies.

Subsection 2.16 Minor surgical expenses.

The **company** will pay the benefit for medical expenses of **medical treatments** of **injuries** or **sicknesses** by **minor surgery**.

Examinations by using medical diagnostic instruments of each field of basic professions, such as examination of anus with a proctoscope, etc., are not considered the medical procedures that meet the conditions of a **minor surgery**.

In this regard, the company will pay 80 percent of the eligible expenses, which must not exceed the benefit amounts specified in the schedule of benefits of this **insurance policy.**

Section 3 Emergency ambulance services.

The **company** will pay the benefit for emergency ambulance service fees for transporting a **covered person** to or from a **hospital** or **medical facility** according to the **medical necessity** which an emergency ambulance is required, including medical expenses for medicines and medical supplies, and medical practitioner fees incurred while being in an emergency ambulance, provided that they must be directly related to and connected with the **injury** or **sickness** which is the cause of **medical treatments** as an inpatient in a **hospital** or **medical facility.**

Additional exclusions (applicable to the Insuring Agreement for Major Medical Treatment only)
This insurance does not provide coverage for the following expenses:

1. **Medical expenses arising from an organ transplantation, i.e., liver, pancreas, kidney(s), heart and lung(s) caused by the organ being at the end stage of disease and unable to recover full function; bone marrow transplantation, or chronic kidney disease therapy by hemodialysis;**
2. **Special nursing care at home services.**

Insuring Agreement for Outpatient Medical Treatments
to be attached to the Health Insurance Coverage Section –
Personal Health and Accident Insurance Policy (Top-Up)

Providing this insurance policy remains effective, the **company** will pay the following benefits if a **covered person** sustains an **injury** or **sickness** after the waiting period has been served, which according to the **medical necessity** and the **medical standards**, a **medical treatment** thereof as an **outpatient** at a **hospital** or **medical facility** or **clinic** is required, at the **general rate** for the actual amount paid which shall not exceed the **maximum benefit per visit or per policy year** as specified in the schedule of additional benefits attached to the **insurance policy** or the attachment(s)/endorsement(s) (if any):

1. Outpatient medical treatments

The **company** will pay the **outpatient medical** treatment benefits to a **covered person** for medical treatment fees and/or medical practitioner (**physician**) fees for examinations and treatments and/or **outpatient medical treatment** expenses arising from **injuries** or **sicknesses**, each time in the amount not exceeding the benefit amount specified in the schedule of additional benefits attached to the **insurance policy**.

In the case that the treating **physician** has an opinion that it is necessary for an **outpatient** to receive treatments by rehabilitation medicine or physical therapy as an **outpatient** without the need to be hospitalized as an **inpatient**, the **company** will consider paying such benefit under the coverage of this section.

2. Home medications and medical supplies (medical supplies 1)

Outpatient medication must be prescribed by a **physician**, and the medication prescribed must be for a maximum of 30 days from the treatment date.

Additional Exclusions (applicable only to the Insuring Agreement for Outpatient Medical Treatments)

This insurance does not cover the following costs and expenses:

1. **medications, treatments, or diagnosis which are not related to the diagnosis, symptoms or abnormalities specified in the medical certificate.**
2. **automated external defibrillator (AED), defibrillator, or pacemaker attached outside a patient's body.**
3. **prosthetics and orthotics, prosthetic device, medical equipment, and durable medical supplies, hearing aids, eyeglasses, contact lenses, eyeglass lenses, ventilator, oxygen equipment, vital sign measurement equipment/machines (pulse, blood pressure, temperature), assistive walking equipment, wheelchairs, prosthetic organs, such as, prosthetic arms, legs, eyes.**
4. **medical supplies rented or taken home (if any) for use in treatments, rehabilitations, or physical therapies, such as, Triflow.**

5. treatments of growth and development disorders, such as, slow growth, low weight, short stature, slow brain development, including hormonal abnormalities relating to the brain growth and development, or precocious puberty.

Accident Insurance Coverage Section

Additional Definitions

Any loss(es) or damage(s)	means	any bodily **injury(ies)** of a **covered person** due to an **accident** resulting in the **covered person**'s death, **dismemberment, loss of sight**, disability, or **injury(ies)**.
Dismemberment	means	being cut off/amputated from the wrist or the ankle including the total loss of use of that organ/limb which, according to a clear medical indication, will never be functional again.
Loss of sight	means	complete blindness which is permanently incurable.
Total permanent disability	means	disability to the extent of being permanently and completely unable to perform any duties in one's own occupation/career as usual and in other occupations/careers, or being unable to perform 3 or more daily routines on one's own self. In this regard, 'perform daily routines' means the abilities to perform 6 types of main daily tasks of normal people, which is the medical criteria for evaluating the patients who are unable to perform such tasks. They are as follows: 1) mobility, e.g. the ability to move from chair to bed on one's own without any assistance of others or assistive devices/equipment; 2) ability to walk or move, e.g. the ability to walk or move from room to room on one's own without any assistance of others or assistive devices/equipment; 3) dressing ability, e.g. the ability to put on or take off clothes on one's own without any assistance of others or assistive devices/equipment; 4) ability to bathe/shower/clean one's body, e.g. the ability to bathe/shower including entering and exiting the shower room/bathroom by one's self without any assistance of others or assistive devices/equipment; 5) ability to eat, e.g. the ability to eat on one's own without any assistance of others or assistive devices/equipment; 6) ability to excrete including the ability to enter and exit the toilet on one's own without any assistance of others or assistive devices/equipment.
Permanent Partial Disability	means	disability to the extent of being permanently unable to perform any duties in one's own occupation/career as usual, but able to perform other works/jobs for wages.

Additional General Terms and Conditions (applicable only to the Accident Insurance Coverage Section)

1. Change of career/occupation

If a **covered person** sustains an **injury** while performing their duties in an occupation which is deemed riskier than the occupation originally declared to the **company**, compensation will be paid in proportion to the premium paid for the occupational risk not the maximum coverage limit.

If a **covered person** changes his/her occupation to one deemed to be of a lower risk, the **company** will reduce the insurance premium and return the paid premium on a pro-rata basis consistent with the date from which the **company** has received notification of the change in occupation.

2. Submission of evidence of claim

2.1 Claim for death benefit

The **beneficiary(ies)** must, at their own expense, submit the following evidence to the **company** within 30 days from the date of a **covered person's** death:

1) benefit claim form prescribed by the **company**;
2) death certificate;
3) a copy of the autopsy report, certified by a police officer in charge or an authority issuing the report;
4) a copy of the police daily report/record, certified by a police officer in charge;
5) a copy of the national identification card and copy of the household registration indicating the "deceased" status of the **covered person**;
6) a copy of the national identification card and copy of the household registration of the **beneficiary(ies)**.
7) other documents requested by the **company** as necessary (if any).

Failure to submit the evidence within the said period does not impair the right of claim if it can be demonstrated that there is a reasonable cause of such failure to submit the evidence within the specified period, but the evidence has been submitted as soon as practicable.

2.2 Claim for total permanent disability or dismemberment

The **covered person** or the **covered person**'s representative, as the case may be, must, at their own expense, submit the following evidence to the **company** within 30 days from the date of the physician's opinion that the **covered person** sustains a **dismemberment** or **total permanent disability:**

1) benefit claim form prescribed by the **company**;
2) medical report confirming the total permanent disability or dismemberment;
3) other documents requested by the **company** as necessary (if any).

Failure to submit the evidence within the said period does not impair the right of claim if it can be demonstrated that there is a reasonable cause of such failure to submit the evidence within the specified period, but the evidence has been submitted as soon as practicable.

3. Beneficiary(ies) under the insurance policy

A **covered person** can name the **beneficiary(ies)** in the event of the **covered person**'s death. The **company** will pay any benefits under the **insurance policy** to the **beneficiary(ies)** specified therein. If no **beneficiary** is named, the **company** will pay the sum insured to the estate of the **covered person**.

In the case where a **covered person** names only one **beneficiary** and the **beneficiary** dies before the **covered person** or together with the **covered person**, the **covered person** must notify the **company** in writing of the change of the **beneficiary**. If the **covered person** does not notify or is unable to notify the **company** of such change, the **company** will pay the sum insured to the estate of the **covered person** upon the **covered person**'s death.

In the case where a **covered person** names more than one beneficiaries and any beneficiary dies before the **covered person** or together with the **covered person**, the **covered person** must notify the **company** in writing of the change of such beneficiary or the change in the benefit of the remaining **beneficiary(ies)**. If the **covered person** does not notify or is unable to notify the **company** of such change of the beneficiary, the **company** will pay the sum insured with respect to the deceased **beneficiary** to the remaining **beneficiaries** on an equal basis.

4. Murder by the beneficiary(ies)

If a **covered person** is intentionally killed by a **beneficiary**, the **company** will not pay any benefits under the coverage specified under this **insurance policy**. In the event that there is only one **beneficiary**, the **company** will return the premium paid, less the premium for the period this **insurance policy** has been in force, to the estate of the **covered person**.

However, if there is more than one **beneficiaries**, the **company** will pay the benefits to the **beneficiary(ies)** who do not participate in the intentional murder of the **covered person** according to the specified proportion, in which case, the **company** will not return the insurance premium.

<u>Additional Exclusions</u> (applicable only to the Accident Insurance Coverage Section)

The insurance does not cover:

1. any losses or damages arising from or as a result of:

1.1 suicide, attempted suicide, or self-inflicting/harm;

1.2 parasitic infections, save for infections or tetanus or rabies caused by wounds sustained from accidents;

1.3 medical or surgical treatments except where such a treatment is necessary due to an injury covered under this insurance policy and such treatment is conducted within the period specified in this insurance policy;

1.4 miscarriage;

1.5 dental treatments or root canal treatments, unless such a treatment is conducted within 7 days from the date of accident;

1.6 replacement or insertion of dentures, crown, prosthodontics;

1.7 food poisoning;

1.8 backache/backpain caused by disc herniation, spondylolisthesis, degenerative disc disease, spondylosis, defect or decease/pathological condition at pars interarticularis (spondylolysis), save for fractures or dislocations of the spine due to accidents;

1.9 radioactive explosions or explosions of nuclear components or any other hazardous material that may explode in nuclear processes.

2. any losses or damages which occur while a covered person:

2.1 is riding a motorcycle, regardless of whether he/she is a rider or passenger;

2.2 is boarding or alighting from or traveling in an aircraft which is not registered/licensed to carry passengers and is not operated by commercial airlines;

2.3 is piloting or is on duty as a crew member on any aircraft;

2.4 engages in a brawl or is involved in inciting a brawl;

2.5 is committing a crime or is under arrest or is escaping the arrest;

2.6 is on duty as a soldier, police officer, or a volunteer that participates in war operation or crime suppression. However, if his/her operation takes more than 30 days, the company will return the premium with respect to the period from his/her war operation or crime suppression commencement until the date on which such operation ends. The insurance policy will remain effective thereafter until the expiration of the insurance period as specified in the insurance policy schedule.

Insuring Agreement for Personal Accident - Death, Dismemberment,
Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability Benefits (Or.Bor.2)
to be attached to the Accident Insurance Coverage Section –
Personal Health and Accident Insurance Policy (Top-Up)

While this **insurance policy** is in effect, this **insurance policy** covers the losses or damages resulting from bodily **injuries** sustained by a **covered person** due to any **accident** that occurs during the insurance period and causes the **covered person's** death, **dismemberment, loss of sight,** loss of hearing, loss of speech, or **total permanent disability** within 180 days from the date of **accident**, or the sustained **injury(ies)** causes a **covered person** to be hospitalized as **inpatient** for continued medical treatments in a **hospital** or **medical facility** and die due to such **injury(ies)** at any time, the **company** will pay the benefit as set out below:

1.	100% of the sum insured	for death due to an **accident**;
2.	100% of the sum insured	for becoming a person with **total permanent disability**, and such **total permanent disability** lasts for at least 12 consecutive months from the date of **accident** or there is a clear medical indication that the **covered person** has become a person with **total permanent disability**;
3.	100% of the sum insured	for loss of both hands from the wrists, or loss of both feet from the ankles, or **loss of sight** in both eyes;
4.	100% of the sum insured	for loss of one hand from the wrist and one foot from the ankle;
5.	100% of the sum insured	for loss of one hand from the wrist and **loss of sight** in one eye;
6.	100% of the sum insured	for loss of one foot from the ankle and **loss of sight** in one eye;
7.	60% of the sum insured	for loss of one hand from the wrist;
8.	60% of the sum insured	for loss of one foot from the ankle;
9.	60% of the sum insured	for **loss of sight** in one eye;
10.	50% of the sum insured	for bilateral hearing loss or loss of speech;
11.	15% of the sum insured	for unilateral hearing loss;

12.	25% of the sum insured	for loss of thumb (two phalanges);
13.	10% of the sum insured	for loss of thumb (one phalanx);
14.	10% of the sum insured	for loss of forefinger (three phalanges);
15.	8% of the sum insured	for loss of forefinger (two phalanges);
16.	4% of the sum insured	for loss of forefinger (one phalanx);
17.	5% of the sum insured	for loss of each of other fingers (at least two phalanges), save for thumb and forefinger;
18.	5% of the sum insured	for loss of big toe;
19.	1% of the sum insured	for loss of each of other toes (at least one phalanx), save for big toe.

The **company** will pay the compensation up to the highest abovementioned limit only, per **accident**, regardless of number of **injuries**, unless there is a total permanent **dismemberment** of fingers or toes according to items 12 to 19 and no benefit claim under items 1 to 9 can be made, in which case, the **company** will pay the compensation equal to the sum of the applicable benefit limits up to an aggregate of 100% of sum insured as set out in the schedule of additional benefits attached to the **insurance policy.**

In the case of **permanent partial disability** for which the compensation specified under items 2 to 19 cannot be claimed and which is not a loss of sense of taste or smell, the **company** will pay the compensation for that loss in accordance with the opinion of the **company's physician**, up to 50% of the sum insured set out in the schedule of additional benefits attached to the **insurance policy**.

Throughout the insurance period, the **company** will pay up to an aggregate of 100% of the sum insured, as specified in the schedule of additional benefits attached with the **insurance policy**, regardless of the number of **accidents.**

If the benefit payments made by the **company** have not yet reached the sum insured specified in the schedule of additional benefits attached to the **insurance policy**, the **company** will continue to provide the coverage until the end of the insurance period in the amount equal to the remaining sum insured only.

Endorsement for Extended Coverage for Riding or Travelling on Motorcycle
to be attached to the Accident Insurance Coverage Section –
Personal Health and Accident Insurance Policy (Top-Up)

Extension of Coverage

If any statement/provision in this endorsement is contrary to or inconsistent with any statement/provision in this **insurance policy**, it is hereby agreed that this **insurance policy** is extended to cover any losses or damages arising from or as a result of any **accidents** while riding or traveling on a motorcycle with respect to the insuring agreement(s) or endorsement(s) for extended coverage specified in the below table:

Insuring Agreement	**Maximum Benefit Amount / Sum Insured (Baht)**
The Insuring Agreement for Personal Accident - Death, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability Benefits (Or.Bor.2)	50% of sum insured as specified in the schedule of additional benefits as attached in the **insurance policy**.

Other conditions of the insurance contract and other exclusions are in accordance with this **insurance policy**.

Summary Page

Allianz Ayudhya General Insurance Public Company Limited.

Personal Health and Accident Insurance Policy (Top-Up)

Under this personal **insurance policy**, the benefits under this **insurance policy** will be payable when a **covered person** sustains any **injury** or **sickness** after the waiting period has been served, causing a **medical necessity** for hospitalization for **medical treatments** in a **hospital** or **medical facility**. In such event, the **company** will pay the following benefits for the expenses arising from the **medical treatments** provided in accordance with the **medical necessity** and the **medical standards**, according to the **general rate** of service charges/fees, for the actual amount paid, but not exceeding the benefit amount specified in the schedule of benefits of this **insurance policy** or the attachment(s)/endorsement(s) (if any):

1. Insuring Agreement for Major Medical Treatment
   - Section 1 Room and board including service charges (inpatient)
   - Section 2 **Medical expenses (inpatient) per confinement**. The **company** will pay 80 percent of the eligible expenses.
   - Section 3 Emergency ambulance services
2. Insuring Agreement for Personal Accident - Death, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability Benefits
3. Insuring Agreement for Outpatient Medical Treatments (in case of additional purchase)

Brief Key Terms and Conditions

1. The **insurance policy** is an insurance contract with an insurance period of 1 year.
2. This **insurance policy** will be renewed at the anniversary of the **insurance policy**, except in the cases which the **company** reserves the right not to renew the **insurance policy**:
   - 2.1 There is evidence that a **covered person** fails to make an accurate and true statement/declaration in the insurance application form or the renewal application form, the health declaration, and any other additional statements/declarations related to the making of the health **insurance policy**, which such statement/declaration is material such that it may cause the **company** to require a higher premium, or refuse to provide an insurance, or provide a conditional insurance.
   - 2.2 A **covered person** claims for any benefit with respect to a **medical treatment** of an **injury** or **sickness** without any **medical necessity**.
   - 2.3 A **covered person** claims for compensation for his/her hospitalization for a **medical treatment** at a **hospital** or **medical facility** from multiple insurers in the total amount that exceeds the actual income.

3. Premium payment period:

3.1 Annual basis: Within 31 days as specified in the general terms and conditions of the **insurance policy.**

3.2 Monthly basis: The subsequent installments of premium will be due and payable on the monthly anniversary date of the previous month premium payment. In the event that the **company** is unable to deduct the insurance premiums of any month, the **company** will provide leniency by having the outstanding balance accrued and carried forward to be collected together with the insurance premium of the following month. If the **company** is still unable to collect such insurance premium thereafter, the coverage under this **insurance policy** will expire on the last day that the paid premium can purchase the coverage.

4. Area of coverage

This insurance provides **24/7 worldwide coverage**, except for the medical expenses incurred in the United States which the **company** will pay the benefits under this **insurance policy** only for the **injuries** arising from **accidents** occurring to the **covered person** during their stay in the United States.

5. Key cases for which the **company** will not provide coverage:

5.1 A **covered person** commits an **insurance fraud**.

5.2 In case of not revealing a fact or making a false statement, the **company** may cancel/nullify the contract within 2 years from the effective date of coverage (inception date) under this **insurance policy**.

5.3 For the Personal Health Insurance Coverage Section:

5.3.1 Any **sicknesses** occurring within the waiting period i.e. 30 days from the first effective date of coverage or the date on which the **company** approves an additional/increased benefit under this **insurance policy**, whichever occurs later;

5.3.2 Any of the following **sicknesses** occurring within 120 days from the first effective date of coverage or the date on which the **company** approves an additional/increased benefit under this **insurance policy**, whichever occurs later:

- all types of tumors, cysts, or cancer;
- hemorrhoids;
- all types of hernias;
- pterygium or cataracts;
- tonsillectomy or adenoid excision;
- all types of gallstones;
- varicose veins on leg;
- endometriosis.

5.3.3. Pre-existing conditions, unless:

1) the **covered person** has already notified to the **company** and the **company** agrees to take the associated risks with no condition to exclude the coverage thereof; or

2) for a given chronic disease, **injury**, or **sickness** (including complications), the covered person has experienced no symptoms, has not been examined, treated, or diagnosed by a **physician**, or the **covered person** has not met or consulted a **physician**, during the 5-year period prior to the first effective date of this **insurance policy** and during the 3-year period from the first effective date of this **insurance policy**.

6. Key exclusions

6.1 Exclusions as specified in this **insurance policy**, such as suicide, attempted suicide, or self-inflicting/harm, **injuries** that occur as a result of the **covered person**'s action while under the influence of narcotics or addictive substances/drugs or while under the influence of alcohol, etc.

6.2 Any exclusions or non-coverages as set forth in each insuring agreement.

This is a summary of **certain** key points, conditions, and exclusions **only**.
Please carefully read all details specified in this insurance policy.

Note

Note

Note

Behind you

for what's ahead

Allianz Ayudhya General Insurance Public Company Limited
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