



# **Individual Health and Accident Insurance Policy**

**EasyCare Visa by SmartCare Essential**

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## AXA Nationwide Network

**Remark:** The English version is a translation of the original in Thai for information purpose only. In case of a discrepancy, the Thai original shall prevail.

# **SmartCare Essential Individual Health and Personal Accident Insurance Policy EasyCare Visa Plan**

In reliance upon statements contained in the insurance application, which is an integral part of this Policy, and in consideration of the premiums payable by the Insured, and subject to the definitions, general conditions, insuring agreements, general exclusions, and attachments to this Policy, the Company agrees with the Insured as follows.

## **Section 1: Definitions**

Unless specified otherwise in this Policy, words or expressions to which specific meanings have been assigned in any part of this Policy will have the same meaning wherever they appear.

1. Company means AXA Insurance Public Company Limited
2. Policy means Insurance Policy Schedule, Benefit Schedule, General Provisions, General Exclusions, Insuring Agreement, Appendices, Special Notes, Representations, Application, Endorsements, Certificate of Renewal, and Summary of Conditions of Coverage Agreement and Exclusions under this Insurance Policy which constitute an integral part of Insurance Agreement.
3. The Insured means the Person who applies for the insurance coverage and whose name is indicated as the Insured in this Insurance Policy or Application Form and/or Renewal Certificate and/or Endorsement
4. Dependent means Any person who relies on the Insured for support as named in the Policy Schedule
  1. Legal spouse not older than 65 years
  2. Children of the Insured or of the spouse and are still unmarried and unemployed aged from 15 days to 18 years old. If studying (in an educational institution or full-time higher education), eligible age shall not exceed 23 years old.
5. Covered Person means the Insured and/or the Insured's Dependents named in this Insurance Policy
6. Accident means any incident suddenly occurring due to external factors and leads to unintentional or unexpected results for the Covered Persons.
7. Injury means any physical injury occurring to the body which is directly caused by Accident occurring individually and independently from other factors.
8. Illness means any physical abnormalities caused by disease.
9. Physician means a person obtaining a medical degree and having medical practitioner's license pursuant to the law in the area in which the service is provided.
10. Specialist Physician means a Physician obtaining a diploma or certificate of specialization in such field issued by the Medical Council of Thailand or equivalent institution in accordance with the law of the area in which the service is provided. However, Medical Specialist shall not be the primary Physician but the consulting Physician who jointly takes care of or provides treatment to the patient together with the primary Physician.

11. Dentist means a person obtaining a degree in dentistry and having the dental professional license pursuant to the law in the area in which the service is provided.
12. Nurse means a person obtaining nursing professional license pursuant to the law in the area in which the service is provided.
13. Health Facility means a place arranged for healing arts practice or medical and public health professional practice pursuant to the law in the area in which the service is provided.
14. Hospital means any Health Facility which arranged for providing medical services which can accommodate overnight patients or treat Diseases or Injuries for 24 hours as well as obtaining a permit or being registered as a “hospital” pursuant to the law in the area in which the service is provided.
15. Clinic means any Health Facility providing medical services but unable to accommodate overnight patients and permitted or registered to operate as a “clinic” pursuant to the law in the area in which the service is provided.
16. Inpatient means a patient who has medical necessity to be admitted to the Hospital or Health Facility to receive treatment for Injury or Illness continuously for not less than 6 hours and registered as an Inpatient which shall include the case of admission as an Inpatient but the person dies prior to the completion of 6 hours.
17. Outpatient means a patient receiving the treatment for Injury or Illness in Outpatient Department or Emergency Department of the Hospital or Health Facility without medical necessity to be admitted as an Inpatient.
18. Treatment means provision of medical and public health services for examination and diagnosis, treatment, relief, care and rehabilitation necessary for health and living.
19. Medical Standard means rules or practices for treating the Injury or Illness in accordance with academic principles in compliance with the standards of the area in which the service is provided, which consist of
  1. Professional standards and related professional requirements
  2. Health Facility standards
  3. Medicine and Medical Tools Standards
  4. Non-discriminatory patient care
20. Medical Necessary means the necessity to use medical services or other services of the Health Facility for examination or treatment of Injury or Illness which shall be subject to the following conditions:
  1. the services must be consistent with the diagnosis and treatment according to the symptoms of the Injury or Illness in a treated person
  2. there is a clear medical indication in accordance with the standards of modern medical practice
  3. the services are not solely for the convenience of the Covered Person or the Covered Person's family or the medical service provider.
21. General Service Rate means the rate of medical fee or treatment fee of the Hospital or Health Facility where the Insured receives treatment which shall not be higher than the paid by other patients receiving treatment at that Hospital or Health Facility at the same time of the Insured.

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|-----|-------------------------|-------|--|
| 22. | Alternative<br>Medicine | means | any treatment of Injury or Illness performed by the medical practitioner holding the medical practitioner's license in the area in which the service is provided in the field of Thai traditional medicine or Chinese traditional medicine or Chiropractic or other fields which are not conventional medicine.  |
| 23. | Deductible              | means | deductible to be borne by the Insured under the Insurance Agreement.   |
| 24. | Terrorist<br>Act        | means | the use of force or violence and/or threat thereof, by any person or group of persons, whether alone or on alone or on behalf of or in connection with any organization or government, that is done for political, religious, ideological or similar purposes, including the intention to put any government and/or the public, or any section of the public, in fear. |
| 25. | Policy Year             | means | a period of one year from the date the insurance Policy first come into effect or from the anniversary date of the following year  |
| 26. | Insurance<br>Fraud      | means | fraudulent claims of benefits under the Insurance Policy or presentation of false evidence in claims including the intention of causing injuries or illnesses with the aims of demanding compensations.  |
| 27. | Care card               | means | the Covered Person's health member ID card issued by the Company. The Covered Person is responsible for returning the Membership Card to the Company if the termination of coverage is requested before the date of insurance Policy becomes invalid as described in the Policy Schedule   |

## **Section 2: General Conditions**

### **1. Insurance agreement**

This insurance agreement is established based upon the Company's reliance on the Insured's statements in the insurance application, health declaration, and any other additional declarations that the Insured has signed in evidence of the acceptance of the insurance agreement. The Company therefore issues this Policy.

If the coverage has been provided based on the Insured knowingly misrepresenting the facts in the declarations under the first paragraph, or knew of any facts but failed to disclose them to the Company, whereby if the Company had known those facts, it might have been convinced to charge a higher premium or refuse to enter into the insurance agreement, this insurance agreement will become void in accordance with section 865 of the Civil and Commercial Code and the Company will be entitled to nullify this agreement.

The Company shall not disclaim liability based on any statements except those declared by the Insured in the document under the first paragraph.

### **2. No dispute or objection to the incompleteness of the Insurance Agreement**

The Company shall not dispute or object to the incompleteness of this Insurance Policy when this Insurance Policy has been effective while the Insured is alive for two years (2 years) and above from the first effective date hereof or when the Insured has made this Insurance Policy with the Company for at least two (2) consecutive years or the date of the Company's approval of additional benefits under this Insurance Agreement, or date of reinstatement whichever happens later. However, upon the approval of additional benefits, the Company may dispute or object to the incompleteness of this Insurance Policy regarding such additional benefits only

If the Company is aware of any reason to terminate the Insurance Policy under the first paragraph but does not exercise its rights to terminate it within a period of one month (1 month) from the date of such awareness, then the Company will no longer be able to terminate the Insurance Policy in such cases

The Company shall not rely on other facts apart from those declared in the application for insurance as the reason to dispute or object to the incompleteness of this Insurance Policy under the first and the second paragraph.

In the event that the Insured is injured due to an Accident, the Company shall not dispute or object to the completeness of this Insurance Agreement but will pay the benefits under this Insurance Policy up to the sum insured of the selected plan. When the Company approves the benefit payment for such Accident, under this Insurance Policy shall expire after the date of claim for compensation. The Company shall refund the premium by proportionately deducting the premium of the coverages that pays benefit for that injury for the period of coverage. For other coverages that the insured is not covered, the company will return the premium in full.

### **3. Completeness of Contract and Changes in the Insurance Policy**

This Insurance Policy together with the Insuring Agreements and Endorsements form the insurance contract. Any changes in the wording of the contract must be approved by the Company and endorsed in the Insurance Policy or endorsement before the change is valid and covered under the Insurance Policy.

## **4. Premium payment and commencement of coverage**

### **4.1 Annual premium payment**

4.1.1 In the first year of this Policy, the Insured must pay the annual premium before or on the inception date. The coverage will commence from the inception date as stated in the Policy Schedule and/or Renewal Certificate in the case of renewal.

4.1.2 In subsequent renewal years, the premium must be paid within 31 days from the expiry date stated in the Policy Schedule and as agreed upon by the Company, the Company will continue the coverage and the Company will not re-apply the conditions of Waiting Period and Pre-existing Conditions to the Policy.

4.1.3 If the Insured does not pay the premium within the specified period, it shall be deemed that the Insured does not wish to renew the Insurance Policy and the coverage hereunder shall expire as indicated in the Insurance Policy Schedule.

### **4.2 Premium payment by instalment as specified in the Policy Schedule**

4.2.1 In the first month, the insured must pay the premium immediately before or on the inception date. The coverage will commence from the inception date as stated in the Policy Schedule and/or renewal certificate.

4.2.2 In subsequent renewal years, the premium must be paid within 31 days from the due date. If the premium is paid, the coverage on this policy is deemed to have been continuously in force from the previous insurance period and the Company will not re-apply the conditions of Incontestability or objection of the completeness of the insurance contract, Waiting Period and Pre-existing Conditions to the Policy.

If the Company is unable to collect the insurance premium after this time, the Policy will be terminated on the last date the premium that has been paid can purchase the coverage.

**4.3** In the event that there are claims to be paid during the 31 days from the payment due date and the Company is still unable to collect the premium, the Company will deduct the outstanding premium from the payable claim amount under this insurance policy and reimburse the remaining balance to the Insured or the beneficiary (in case of loss of life).

## **5. Misstatement of Age or Sex**

In case of misstatement of age or sex of the insured, thereby causing the Company to receive less premium than the determined rate, the sum insured to be received hereunder by the insured shall be equal to the paid premium, and the Insured may purchase the coverage hereunder based on his/her actual age and sex. In the event that the actual age or sex of the insured is not covered hereunder, the Company shall not pay any sum but shall refund the premium of this policy which has been already paid.

If the Company receives more premium than the determined rate, the Company shall refund the excessive amount of the premium to the Insured.

## **6. Renewal of the Policy**

This policy shall have continuous renewal until the Policy year when the Insured is 99 years of age without the need of evidence. However, if the Company agrees to renew policy, the Company shall retain the right to

6.1 adjust the premium rate to suit a risk and grow older of the insured or the Covered person that the rate which has been approved by the Registrar and

6.2 change the terms and conditions of the insurance policy as necessary by the Company must notify the Insured to important changed conditions

6.3 the Company reserves the right not to renew the policy for any one of the cases as below;

6.3.1 If there is evidence indicating that the Insured has not declared factual statements in accordance with the insurance application, health declaration form, and any other additional declarations related to the issuance of the health insurance policy, which is the subject matter entitling the Company to demand higher insurance premium or reject the application or accept the application for insurance with conditions.

6.3.2 The Insured claims the benefits from his/her treatment of injury or illness without medical necessity.

Non-renewal due to the above reasons shall be informed to the Insured in writing by registered mail or other methods that the Insured has accepted, at least 30 days prior to the date of expiration of this Insurance Policy indicated in the Insurance Policy Schedule or the endorsement (if any).

However, this Renewal of the Policy under No 6 will not apply with the Insuring Agreement for Medical Treatment as an Inpatient in the Hospital or Medical Facility (IPD).

## **7. Premium adjustment**

The Company may adjust the insurance premium upon completion of the Policy Year to reflect the level of risk and the increasing age of the insured.

However, the Insurance Premium to be adjusted shall remain at the rate which has been approved by the Registrar.

## **8. Changes of benefits and coverage**

If the benefits provided to the Insured under the terms and condition of this Insurance Policy are increased after the effective or renewal date of this Insurance Policy, this change in the Insurance Policy shall be effective as of the first date of the month after the Company has been notified of the Insured's amendment provided that:

8.1 If the Insured has Injury or Illness prior to the time of adjustment of the benefits, the maximum benefit limit to be received for treatment of the Injury or Illness which has occurred prior to the adjustment of benefits shall not exceed the original maximum benefit limit provided prior to such adjustment.

8.2 If the Insured who is covered for any pre-existing Injury or Illness under the original benefits before the adjustment of benefits, the maximum benefit limit shall not exceed the original maximum benefit limit provided prior to such adjustment.

In this case, the Insured shall notify the Company of the amendment of benefits in writing and the Company shall accept the change in the insurance benefits.

## **9. Termination of coverage**

The coverage of the Insured under this Insurance Policy shall expire upon the occurrence of any of the following events, whichever happens first:

1) When the Insured fails to pay the insurance premium within the period specified in Clause 4- Premium payment and commencement of coverage, the Policy will be terminated on the last date the premium that has been paid can purchase the coverage.

2) On the date of expiration of the Period of Insurance indicated in the Insurance Policy Schedule and/or Renewal Certificate in the Policy Year when the Insured is 99 years of age.

3) When the Insured is dead or confined to a prison or penitentiary, the Company shall refund the insurance premium to the Insured or the beneficiary as the case maybe, after proportionate deduction of the insurance premium for the period of prior enforcement of this Insurance Policy unless the Company has fully paid all benefits at the Maximum Benefits per Policy Year as indicated in the Benefit Schedule and/or Renewal Certificate.

4) When the Insured or the Company terminates the Insurance Policy under Clause 20- Termination of the Insurance Policy

5) When the Company refuses to renew the Insurance Policy under Clause 6 - Renewal of the Policy on the date of completion of the Policy Year whereby the Company shall notify the Insured in writing by registered mail or electronic means in accordance with the law on electronic transactions at least 30 days prior to the date of expiration of this Insurance Policy indicated in the Insurance Policy Schedule and/or Renewal Certificate and/or the endorsement (if any).

6) The coverage for each insuring agreement will be terminated when the Company has paid compensation up to the maximum limit as stated in each insuring agreement on the Policy Schedule. The Company shall continue to provide coverage until the expiry of the period of insurance only for the balance of the Annual Limit of the remaining Insuring Agreement.

7) The Policy and all insuring agreements under this insurance Policy will be terminated at 24.00 hours Thailand time on the expiry date of the Policy.

Expiration of this Insurance Policy shall not prejudice any right to claim which has existed prior to the expiration of this Insurance Policy. The Company's receipt of the insurance premium payment after the expiration hereof shall not cause any liability to the Company but the Company shall refund the insurance premium to the Insured.

## **10. Reinstatement**

Upon the Policy expiration due to the Insured's failure to pay the insurance premium within the specified period under Clause 6, the Insured may request reinstatement of this Insurance Policy within 90 days from the due date of the insurance premium payment subject to the Company's approval. When the Company allows the reinstatement upon the Insured's request, this Insurance Policy shall begin covering the Injury or Illness which occurs from the date of the Company's approval of the reinstatement provided that the Company shall not reapply of the conditions "No dispute or objection to the incompleteness of the Insurance Agreement", "the Pre-existing Condition" and "the Waiting Period".



In the event that the Company approves the reinstatement, the Insured shall pay the insurance premium of this Insurance Policy from date of lapsation (one full year) so that there is no break in coverage.

#### **11. Medical Examination**

The Company reserves the right to examine the medical history of the Insured as deemed appropriate for this Insurance Policy and may have the autopsy performed as necessary and to the extent permitted by the law at the Company's expense.

In the case that the Insured does not allow the Company to examine his/her medical history in support of consideration for disbursement of the sum insured, the Company may refuse to provide coverage to the Insured.

#### **12. Notice and Claim**

The Insured or The Covered Person or The Beneficiary or the Insured's representative, as the case maybe, shall notify the Company of the Injury or Illness which may be the cause of claim under this Insurance Policy without delay. In case of death, the Company shall be notified immediately unless it can be proved that there is an acceptable reason for not informing the Company of such death despite the attempt to notify.

#### **13. Submission of the Proof of Claim**

The Insured or the Insured's representative, as the case maybe, must submit the evidence to the Company at his or her own expense within 30 days from the date of specified period

Failure to submit the above proofs shall not deprive of the right to claim if it can be proven that there is an acceptable reason for failing to submit the proofs within the specified period despite an attempt to do so.

#### **14. Payment of claims**

The Company will pay the claims or General Service Rate within 15 days from the date on which correct and complete evidence of damage is received by the Company. If the Covered Person dies, the Company will pay them to his or her beneficiaries. However, the company will pay the other claims for The Insured

If there are reasonable grounds for suspecting that a claim for benefits under the Policy is not made in accordance with the insuring agreements hereunder, the Company may extend the payment period as necessary, but to no more than 90 days from the date of its receipt of complete evidence of damage.

In the case of Extended covers to outside Thailand, the Insured receives treatment outside Thailand in accordance with the coverage agreement hereof, the Company shall pay the sum insured based on the exchange rate on the date indicated in the medical expenses receipt.

If the Company is unable to completely pay the benefits within the stipulated time, the Company is liable to pay interest at 15 percent per annum on an amount payable by it, as from the due date of payment thereof.

#### **15. Termination of the Policy**

##### **15.1 Annual premium payment**

15.1.1 The Company may terminate this Insurance Policy by sending the Insured a written notice at least 30 days in advance by registered mail or other methods that the Insured has accepted if there is clear evidence that the Insured has committed Insurance Fraud to make

him/herself or other to obtain the sum insured hereunder. The Company shall not be liable for any indemnity claim arising out of the above action.

In this case, the Company shall refund the insurance premium to the Insured after proportionate deduction of the insurance premium for the period in which the Insurance Policy has partially been in effect.

However, in the case that the Insured terminates the Insurance Policy under 15.1.2 and the Company has completely paid the Maximum Benefits per Policy Year (If any) as indicated in the Benefit Schedule, the Company shall not refund the insurance premium.

15.1.2 The Insured shall be entitled to terminate this Insurance Policy by sending a written notice to the Company and be entitled to receive a refund of the insurance premium after deduction of the insurance premium for the period of effectiveness hereof at the rate of short-term premium indicated in the table below.

**Table of short rate premium**

<b>Coverage period (not exceeding/month(s))</b>	<b>% of the full-year premium</b>
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

**15.2 In case of premium payment under General Terms and Conditions no.4.2**

15.2.1 The Company may terminate this Insurance Policy by sending the Insured a written notice at least 30 days in advance by registered mail or other methods that the Insured has accepted if there is clear evidence that the Insured has committed Insurance Fraud to make him/herself or other to obtain the sum insured hereunder. The Company shall not be liable for any indemnity claim arising out of the above action.

In this case, the Company shall refund the insurance premium to the Insured after proportionate deduction of the insurance premium for the period in which the Insurance Policy has partially been in effect, the Policy will be terminated on the last date the premium that has been paid and the Company will not refund any premium to the Insured.

However, in the case that the Insured terminates the Insurance Policy under 15.2.2 and the Company has completely paid the Maximum Benefits per Policy Year (If any) as indicated in the Benefit Schedule, the Company shall not refund the insurance premium.

15.2.2 The Insured has the right to terminate this Policy by giving a written notice to the Company and has the right to a refund of premium after deducting the customary prorate premium for the time the Policy has been in force. However, in the case of monthly payment, the Policy will be automatically terminated on the last date the premium that has been paid and the Company will not refund any premium to the Insured.

## **16. Dispute settlement by arbitration**

If there is any dispute, conflict, or claim under this Policy, between a person who is entitled to exercise a claim hereunder and the Company, and if that person wishes and deems it appropriate to settle the dispute by arbitration, the Company agrees to have the dispute settled by arbitrators in accordance with the rules of arbitration of the Office of the Insurance Commission (the "OIC").

## **17. Return of Membership Card**

If this insurance Policy is terminated for any reason, the Insured or the Covered Person must return the membership card issued by the Company within 30 days from the termination date. If it is found that after the termination of this Insurance Policy, the membership card is used for any medical treatment and expenses are incurred, the Insured or the Covered Person shall be responsible for those expenses.

## **18. Applicable Law**

This Policy and all rights, obligations and liabilities arising hereunder shall be construed, determined and enforced in accordance with Thai Law. The Covered Person will agree to use Thai Law as the only enforceable law to settle all differences which may arise or relate to this Policy.

## **19. Currency Exchange Rates**

All Premium and claims payments under this Policy will be paid in Thai currency. The Company will pay benefits based on the exchange rate announced by the Bank of Thailand on the date specified in the receipt.

## **20. Precedent Condition**

The Company shall be liable to compensate under this Insurance Policy when the Insured and/or the representatives thereof have complied with the insurance contract and the Policy conditions.

## **21. Coverage Territory**

This Policy will cover the Covered Person within Thailand and will extend to cover the Covered Person while traveling anywhere abroad for business trip or personal trip (except travel made expressly for treatment outside Thailand) not exceeding 90 (ninety) days any one trip. The Company will cover treatment outside Thailand only for injury from an accident or immediate and unforeseeable illness while the Covered Person is abroad requiring medical treatment as an inpatient, the Company will pay reasonable and customary charges incurred from treatment based on medically necessary and medical standards for actual expenses but not exceeding the covered limit to the Covered Person as stated in the Schedule and subjected to the deductible (if any) computed in accordance with the currency exchange rate on date as shown on medical bills.

## **22. Free Look Period**

If the Insured wishes to terminate this Insurance Policy for whatever reason, the Insured can return the Insurance Policy to the Company within 15 days from the date of receipt of the Insurance Policy and the Company shall refund the insurance premium after deduction of the Company's expenses amounting to not exceed 500 Baht per policy within 15 days from the date of the Company's being notified of the intention to terminate the Insurance Policy. In the event that the Insured has exercised the right to claim indemnity, the Insured shall not be entitled to

terminate the Insurance Policy under this free-look period, but it shall not prejudice the Insured's right to terminate the Insurance Policy under Clause 15 – Termination of the Policy.

### **Section 3: General Exclusions**

**This Policy will not cover any costs of treatment or losses arising from injuries or sickness (including complications thereof), symptoms or abnormalities arising from the following:**

- 1. Injuries occurring while the Insured is committing serious crime or arrested or escaping arrest**
- 2. While the Insured is racing of all kinds of car or boat, horse racing, ski racing including jet-ski, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, or diving with oxygen tank and breathing equipment under water**
- 3. War, invasion, act of foreign enemies, whether declared or not, civil war, rebellion, insurrection, civil commotion, riot, strike, uprising, revolution, coup d'état, announcement of martial law or any incidents which may lead to the announcement or retention of martial law.**
- 4. Terrorism caused by the action or use of violence and/or threat by any person or group of persons whether on his/her own or by order of or in relation to any organization or government for political, religious or cult purpose or similar purposes as well as for causing fear of the government and/or the public or any part of the public.**
- 5. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and any process of nuclear disruption which is carried out by itself.**
- 6. Injuries caused by the Insured's action**
  - 1) While being under the influence of additive drugs or narcotic drugs to the extent of losing his/her mind, or**
  - 2) While being under the influence of alcohol with the alcohol level equivalent to the blood alcohol content upon checking at 150 milligram percent or more, or**
  - 3) While being under the influence of alcohol to the extent of losing his/her mind in case of no measurement or alcohol level cannot be checked.**

## **Section 4: Insuring Agreement**

Under the regulation, general conditions, general exclusions, insuring agreements and endorsements to this Policy, and in consideration of the premium paid by the Insured, the Company agrees to indemnify the Insured as specified in the Policy Schedule, Benefit Schedule and/or renewal certificate.

## **Health Insurance Section**

### **Additional Definitions**

Per Confinement	means	hospitalization as an Inpatient or treatment by day surgery at the Hospital or Health Facility each time and shall include hospitalization as an Inpatient or day surgery at the Hospital or Health Facility any times due to the same Injury or Illness which is not fully recovered including related or consequential complications within 90 days from the date of the latest discharge from the Hospital or Health Facility which shall be deemed as the same hospitalization.
Maximum Benefits per Policy Year	means	Maximum Benefits per Policy Year can be divided into 2 cases: (1) In case of Inpatient, the medical fee shall be calculated from the first date of hospitalization which occurs in that Policy Year regardless of whether the hospitalization completes in the same Policy Year or not; (2) In case of Outpatient, the medical fee shall be calculated according to the visit/per day which occurs in that Policy Year.
Major Surgery	means	an operation through body wall or hole in which general anesthesia or regional anesthesia is required.
Minor Surgery	means	an operation at a skin level or under skin level or epithelial level in which local/topical anesthesia is used.
Day Surgery	means	a Major Surgery or procedure in lieu of Major Surgery or use of special treatment tool which can replace Major Surgery without the need of hospitalization as an Inpatient at the Hospital or Health Facility.
Copayment	means	liabilities between the Insurance Company and the Insured who shall co-pay the medical fee payable according to the sum insured after Deductible (if any).
Renewal Premium	means	Renewal or reinstatement as OIC has been approved. The copayment and discount premiums in the renewal conditions will not apply to the renewal premium calculation.

### **Additional Conditions (applies to Personal Health Insurance section)**

#### **1. Pre-existing Condition**

The Company shall not pay the sum insured hereunder for any chronic diseases, Injuries or illnesses (including complications) or injuries which have not been recovered prior to the first effective date of this Insurance Policy unless

(1) The Insured has declared to the Company and the Company unconditionally accepts the risk without any exception of such coverage or

(2) Chronic diseases, injury or illnesses (including complications) are inapparent, untreated or unexamined by the doctor or the Insured has not met or consulted with the doctor during the period of 5 years prior to the first effective date of this Insurance Policy and during the period of 3 years from the first effective date of this Insurance Policy.

## **2. Waiting Period**

The Company will not pay benefits under this policy for;

(1) The illnesses occurring during the 30 days waiting period from the first effective date of the Insurance Policy indicated in the Insurance Policy Schedule or the date in which the Company approves additional benefits of this Insurance Policy, whichever happens later, or

(2) The following illnesses which occur within the period of 120 days from the first effective date of this Insurance Policy or the date in which the Company approves additional benefits of this Insurance Policy, whichever happens later:

- Tumors, cysts, or all kinds of cancer
- Hemorrhoids
- All kinds of hernias
- Pterygium or cataract
- Tonsillectomy
- All kinds of calculi
- Varicose veins
- Endometriosis

However, in the case that the Company approves additional benefits under Clause 8 - Changes of benefits and coverage, the Company shall not cover the above illnesses for the additional benefits only.

The above non-coverage conditions shall not apply in the case that the Insured gets injured or is in need of Emergency operation which is not a consequence of any disease existing prior to the insurance.

### **Additional Exclusions (applies to the personal health insurance section)**

**This insurance shall not cover the medical expenses or damages arising out of Injuries or Illnesses (including complications), symptoms, or abnormalities due to**

- 1. Congenital disorders or congenital malformations or genetic disorders or developmental anomalies unless this Insurance Policy has been effective for not less than one year (1 year) and the symptom has become apparent after the Insured attain the age of 16 years.**
- 2. Cosmetic examination or surgery or correction of skin problems, acne, melasma, freckles, dandruff, hair loss, or weight control; surgery which can be replaced by other methods unless it is for dressing of the wounds due to the covered Accident.**
- 3. Pregnancy, miscarriage (except by an accident), abortion, delivery, complications of pregnancy, fertility and infertility treatment (including investigation and treatment), sterilization and birth control except Choriocarcinoma. Treatment in connection with varicocele, impotence or any consequence therefrom, including circumcision, except it is medically necessary.**
- 4. AIDS or Venereal Disease or Sexually Transmitted Infection provided that AIDS shall include Acquired Immune Deficiency Syndrome due to AIDS infection and shall also include opportunistic infections or infections of any diseases or Illnesses in which the blood test results indicate HIV (Human Immunodeficiency Virus). Opportunistic infections shall include but not limited to Pneumocystis Carinii Pneumonia, Organism Causes 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 severe diseases currently known as Acquired Immunodeficiency Syndrome which cause the patients sudden death, Illnesses or disabilities. AIDS shall include HIV (Human Immunodeficiency Virus causing Encephalopathy Dementia.**

- 5. Treatment or prevention or use of medicines or substances to slow down aging or hormone replacement at premenopausal or menopausal stage, female or male erectile dysfunction, treatment of sexual disorders and sex reassignment surgery.**
- 6. Medical examination, request for admission at a Hospital (or "Health Facility") or request for surgery, convalescence or rest for rehabilitation or rest cure, or hospitalization at a Hospital (or "Health Facility") for having general caring assistant, examination or treatment not related to the disease causing the admission at a Hospital (or "Health Facility"), examination of Injuries or Illnesses, treatment or examination to find causes which is not a Medical Necessity or non-conformity to the Medical Standards.**
- 7. Examination on eye problems, Lasik, expenses for visual aids or visual impairment treatment**
- 8. Treatment or surgery related to teeth or gum, denture, crown, root canal treatment, filling, scaling, extraction, implant, unless it is necessary for treatment of Injury due to Accident. However, the costs of denture, crowns and root canal treatment or implant shall not be included.**
- 9. Treatment or healing of drug, cigarette, liquor, or psychotropic substances addiction.**
- 10. Treatment, symptoms or disease related to mental condition, mental, behavioral or personality disorders including Attention Deficit Hyperactivity Disorder, autism, stress, eating disorder or anxiety.**
- 11. Treatment under trial, examination or treatment of disease of symptoms related to Obstructive Sleep Apnea, examination or treatment of sleeping disorders, snoring.**
- 12. Inoculation or vaccination for disease prevention except post-exposure immunization Rabies vaccination and tetanus vaccination.**
- 13. Non-conventional medicine treatment including alternative medicine**
- 14. Expenses arising out of the treatment that the Insured who is a Doctor orders for him/herself, expenses arising out of the treatment performed by s Doctor who is the father, mother, spouse, or child of the Insured.**
- 15. Suicide, attempted suicide, self-inflicted injury, or attempted self-inflicted injury either by the Insured him/herself or allowing other to do, either during the state of insanity or not, including the Accident caused by the Insured's eating, drinking or injecting drugs or toxics into the body, medication overuse.**



**Insuring Agreement - Medical Treatment as an Inpatient in the Hospital or Medical Facility (IPD)**

(Attaching to and forming part of Health Accident Section)

The benefits under this Policy shall be disbursed for the eligible medical treatment of the Insured's injury or illness after the waiting period at a Hospital or Medical facility is required. The Company shall pay the expenses incurred as a result of medical treatment in accordance with the medical necessity and standard at the General Service Rate subject to the benefit limit and Maximum Benefits per Policy Year as stated in the Benefit Schedule. The payment shall be made for the items listed in the Benefit Schedule below on actual basis but not exceeding the sum insured indicated in the Benefit Schedule of this Insurance Policy or the Endorsement (if any). The benefits are as follows:

**Benefit Schedule**  
**Area of Coverage: Details as specified in the Policy**

<b>Benefits</b>	<b>Sum Insured (Baht)</b>	<b>Maximum (Days or Times)</b>	<b>Maximum Sum Insured (Baht)</b>
<b>1. Inpatient Benefits</b>			
<b>Article 1:</b> Room charge, meal fee and hospital service fee (Inpatient) for each hospitalization as an Inpatient In the case that the Insured is treated in the Intensive Care Unit Inpatient Room, room charge, meal fee and hospital service fee shall be paid in the amount of 2 times of the benefits prescribed in the first paragraph up to the Maximum Benefits per Policy Year as stated.	as specified in the policy documents		
<b>Article 2:</b> Medical fee for examination or treatment, blood and blood component service fee, nurse service fee, medicine fee, parenteral nutrition fee, and medical supplies fee for each hospitalization as an Inpatient			
<b>Sub-article 2.1</b> Medical fee for examination			
<b>Sub-article 2.2</b> Medical fee for treatment, blood and blood component service fee, and nurse service fee			
<b>Sub-article 2.3</b> Medicine fee, parenteral nutrition fee and medical supplies fee			
<b>Sub-article 2.4</b> Medicine fee and disposable supplies fee (Medical Supplies 1) for take away			
<b>Article 3:</b> Physician's examination fee (Physician) for each hospitalization as an Inpatient			
<b>Article 4:</b> Operation (surgery) and procedure fee for each hospitalization as an Inpatient			
<b>Sub-article 4.1</b> Operating room fee and procedure room fee			
<b>Sub-article 4.2</b> Medicine fee, parenteral nutrition fee, medical supplies fee, and surgery and procedure fee			
<b>Sub-article 4.3</b> Physician's fee for Physicians performing surgery and procedure (including assistant) (Physician fee)			

Benefits	Sum Insured (Baht)	Maximum (Days or Times)	Maximum Sum Insured (Baht)
<b>Sub-article 4.4</b> Physician's fee for anesthetist (Physician fee)	as specified in the policy documents		
<b>Sub-article 4.5</b> Medical fee for organ transplantation			
<b>Article 5:</b> Day surgery			
<b>2. Non-Inpatient Benefits</b>			
<b>Article 6:</b> Medical fee for related direct examination before and after hospitalization as an Inpatient or Outpatient treatment fee which is in consequence of or in connection with hospitalization as an Inpatient for each hospitalization as an Inpatient	as specified in the policy documents		
<b>Sub-article 6.1</b> Medical fee for related direct examination which occurs within 30 days before and after hospitalization as an Inpatient			
<b>Sub-article 6.2</b> Outpatient Treatment fee after hospitalization as an Inpatient for each consequential treatment within 30 days after such discharge from the hospital ( <u>excluding medical fee for examination</u> )			
<b>Article 7:</b> Medical fee for Treatment of injury in Outpatient case within 24 hours after each accident			
<b>Article 8:</b> Rehabilitation medicine fee after each hospitalization as an Inpatient per confinement			
<b>Article 9:</b> Medical fee for Treatment of chronic kidney failure by hemodialysis through vascular access for each policy period			
<b>Article 10:</b> Medical fee for Treatment of tumor or cancer by radiotherapy, interventional radiology, and nuclear medicine for each policy period			
<b>Article 11:</b> Medical fee for Treatment of cancer by chemotherapy for each policy period			
<b>Article 12:</b> Ambulance fee			
<b>Article 13:</b> Medical fee for Minor Surgery			
Deductible	as specified in the policy documents		
Copayment	as specified in the policy documents		

### Maximum Benefits per Policy Year as specified in the policy documents

#### 1. Inpatient Benefits

In the case that the Insured needs to get admitted as an Inpatient, the Company shall pay the medical fee as follows:

#### **Article 1: Room charge, meal fee and hospital service fee (inpatient) for one hospitalization as an inpatient**

- The Company shall pay the room charge, meal fee and Hospital service fee for Inpatient
- In the case that the Insured is treated in the Intensive Care Unit Inpatient Room, the room charge, meal fee and Hospital service fee shall be paid in the amount of 2 times

of the benefits prescribed in the first paragraph with the maximum of Benefits per Policy Year as stated.

**Article 2: Medical fee for examination or treatment, blood and blood component service fee, nurse service fee, medicine fee, parenteral nutrition fee, and medical supplies fee**

The Company shall pay the medical fee for examination or treatment, blood and blood component service fee, nurse service fee, medicine fee, parenteral nutrition fee, and medical supplies fee for each hospitalization as an Inpatient as follows:

**Sub-article 2.1 Medical fee for examination**

The Company shall pay the laboratory fee, pathological examination fee, radiotherapy fee, interventional radiotherapy fee, and nuclear medicine fee, electrocardiogram fee, interpretation fee for the above results (if any), and other medical examination fees.

**Sub-article 2.2 Medical fee for treatment, blood and blood component service fee, and nurse service fee**

The Company shall pay the medical fee in the case that the Insured is treated by interventional radiotherapy, radiotherapy, nuclear medicine (including brachytherapy), physical therapy and occupational therapy, blood service, medical equipment, Orthosis and Prosthesis service (excluding equipment fee), lump-sum treatment fee and nursing fee, excluding special nursing care service.

**Sub-article 2.3 Medicine fee, parenteral nutrition fee and medical supplies fee**

The Company shall pay medicine fee, parenteral nutrition fee and medical supplies fee, excluding the following medical supplies and equipment:

- (1) Automated External Defibrillator (AED), Defibrillator or Pacemaker outside the body
- (2) Prosthesis outside the body, Orthosis and Prosthesis equipment, Prosthetic device
- (3) Durable medical equipment used outside the body (Medical Supplies 2) e.g. medical tools and hearing aids, glasses, contact lenses, glass lenses, ventilator, oxygen device, vital sign measuring machine (vital signs, blood pressure, temperature), crutches, wheelchair
- (4) Prosthesis e.g. prosthetic arm, prosthetic leg, prosthetic eye

**Sub-article 2.4 Medicine fee and disposable supplies fee (Medical Supplies 1) for take away**

The Company shall pay medicine fee and disposable supplies fee (Medical Supplies 1) for take away for use after discharge from the hospital as an Inpatient.

**Article 3: Physician's examination fee**

The Company shall pay the Physician's examination fee, for examination of the Insured or the Covered Person during hospitalization as an Inpatient of the Hospital or Health Facility.

**Article 4: Medical Operation (surgery) and procedure in the operating room**

The Company shall pay the medical fee arising out of operation (surgery) and procedure during hospitalization as an Inpatient of the Hospital or Health Facility.

**Sub-article 4.1 Operating room fee and procedure room fee**

The Company shall pay operating room fee and procedure room fee as well as the medical equipment service see in the operating room and procedure room.

**Sub-article 4.2 Medicine fee, parenteral nutrition fee, medical supplies fee, and surgery and procedure fee**

The Company shall pay the medicine fee, parenteral nutrition fee, medical supplies fee, and surgery and procedure fee.

**Sub-article 4.3 Physician's fee for Physicians performing surgery and procedure (including assistant) (Physician fee)**

The Company shall pay the Physician's fee for Physicians performing surgery and procedure (including assistant) on the actual basis with the maximum limit as specified in the Policy Schedule.

**Sub-article 4.4 Physician's fee for anesthetist (Physician fee)**

The Company shall pay the Physician's fee for anesthetist who administers anesthetics or anesthesia during surgery or procedure of the Physician as indicated in the medical fee manual of the Medical Council of Thailand which is effective at the time of operation.

**Sub-article 4.5 Medical fee for organ transplantation**

The Company shall pay the medical fee arising out of organ transplantation e.g. liver, pancreas, kidney, heart, lung, due to the last stage of malfunction and bone marrow transplantation by using Haematopoietic Stem Cells after Bone Marrow Ablation.

**Article 5: Day surgery**

In case of day surgery, the Company shall pay the benefits equivalent to hospitalization as an Inpatient at a Hospital or Health Facility.

**2. Non-Inpatient Benefits**

**Article 6: Medical fee for related direct examination before and after hospitalization as an Inpatient or Outpatient Treatment fee which is in consequence of or in connection with hospitalization as an Inpatient for each hospitalization as an Inpatient**

The Company shall pay the medical fee for related direct examination before and after hospitalization as an Inpatient or Outpatient treatment fee which is in consequence of or in connection with hospitalization as an Inpatient for each hospitalization as an Inpatient as follows:

**Sub-article 6.1: Medical fee for related direct examination which occurs within 30 days before and after hospitalization as an Inpatient**

The Company shall pay the laboratory fee, pathological examination fee, radiotherapy fee, interventional radiotherapy fee, and nuclear medicine fee, electrocardiogram fee, interpretation fee for the above results (if any), and other medical examination fees for direct examination which occurs within 30 days before or after such hospitalization as an Inpatient.

**Sub-article 6.2 Outpatient treatment fee after hospitalization as an Inpatient for each consequential treatment within 30 days after such discharge from the hospital**

The Company shall pay the medical fee arising out of consequential treatment at the Outpatient Department of the Hospital or Health Facility within 30 days after such discharge from the hospital as an Inpatient.

However, medical fee for examination shall be excluded.

**Article 7: Medical fee for Emergency Outpatient Treatment of injury within 24 hours after each accident**

The Company shall pay the medical fee arising out of the Injury caused by Accident in the case that the Insured is required to receive treatment at the Outpatient Department of the Hospital or Health Facility for the Injury caused directly by Accident within 24 hours after each Accident.

**Article 8: Rehabilitation medicine fee after each hospitalization as an Inpatient for each policy period**

The Company shall pay rehabilitation medicine fee, physical therapy fee, and occupational therapy, rehabilitation practitioners or physical therapist fee, medical tools and supplies fee for consequential treatment at the Outpatient Department of the Hospital or Health Facility after each hospitalization as an Inpatient.

However, nursing service fee and psychological clinic fee shall be excluded.

**Article 9: Medical fee for treatment of chronic kidney failure by hemodialysis through vascular access**

The Company shall pay the medical fee for treatment of chronic kidney failure by hemodialysis through vascular access.

**Article 10: Medical fee for treatment of tumor or cancer by radiotherapy, interventional radiology, and nuclear medicine for each policy period**

The Company shall pay for medical fee for treatment of tumor or cancer by radiotherapy, interventional radiology, and nuclear medicine (including brachytherapy) and including Physicians' fee for the radiologist performing the treatment.

**Article 11: Medical fee for treatment of cancer by chemotherapy for each policy period**

The Company shall pay medical fee for treatment of cancer by chemotherapy including targeted therapy.

However, Physicians' fee for the physician performing the treatment shall be included.

**Article 12: Local Road Ambulance transportation fee**

The Company shall pay the ambulance fee for transferring the Insured to the Hospital or Health Facility according to Medical Necessity in using the ambulance, including medicine, medical supplies and Physician's fee arising while being on the ambulance which shall be directly related to and conforming to the Injury or Illness which is the cause of hospitalization as an Inpatient of the Hospital or Health Facility.

**Article 13: Medical fee for minor surgery**

The Company shall pay the medical fee for treatment of the Injury or Illness due to minor surgery.

**Additional Conditions (applies to Medical Treatment as an Inpatient in the Hospital or Medical Facility (IPD))**

**1. Renewal of the Policy**

This Insurance Policy shall be renewed upon the completion of the Policy Year until the Policy Year when the Insured is 99 years of age without the need of evidence. However, the Company remains entitled to adjust the insurance premium as specified in Clause 7 Premium Adjustment upon an approval of the Registrar except for any of the following cases that the Company reserves the right not to renew the Insurance Policy:

1) If there is evidence indicating that the Insured has not declared factual statements in accordance with the insurance application, health declaration form, and any other additional declarations related to the issuance of the health insurance policy, which is the subject matter entitling the Company to demand higher insurance premium or reject the application or accept the application for insurance with conditions.

2) The Insured claims the benefits from his/her treatment of injury or illness without medical necessity.

3) The Insured claims the benefits for compensation of Hospital or health facility admission from all companies in the higher amount than the actual income.

Non-renewal due to the above reasons shall be informed to the Insured in writing by registered mail or other methods that the Insured has accepted, at least 30 days prior to the date of expiration of this Insurance Policy indicated in the Insurance Policy Schedule or the endorsement (if any).

Upon renewal hereof, the Company reserves the right to amend the terms and conditions of coverage by increasing the copayment condition of the Insured as follows:

(1) not exceed 30 percent of the covered expenses and reducing the renewal premium not exceed 30 percent or

(2) not exceed 30 percent of the covered expenses and reducing the renewal premium as the Company's guidelines for policies where the loss ratio of each Covered person is more than 400 percent.

If the Company add Copayment due to (1) or (2), the Company will specify the conditions for Copayment by not exceeding 50 percent of the covered expenses and reducing the renewal premium by no more than 50 percent of the renewal premium. If the loss ratio has decreased from above, the Company will consider reducing the copayment

If the Company add copayment, the Company will issue an endorsement and notified to the Insured at least 15 days in advance.

However, the additional conditions for the insured to have co-payments according to the criteria under (1) or (2) as above conditions, will apply only when there is an attachment to the insurance policy that clearly the conditions since the first day of the insurance contract.

## **2. Premium adjustment**

The Company may adjust the insurance premium upon completion of the Policy Year as a result of the following factors:

1. Age, Occupation and Sex of each person
2. Increasing medical expenses or experience in disbursement of total indemnities of the portfolio of this Insurance Policy provided that the Insured shall be notified in writing at least 30 days in advance by registered mail or others methods that the Insured has accepted.

However, the Insurance Policy to be adjusted shall remain at the rate which has been approved by the Registrar.

## **3. Submission of the Proofs of Claim**

The Insured Person or his or her representative, as the case may be, must submit the following evidence to the Company at his or her own expense:

1. a form of claim as prescribed by the Company
2. medical report indicating important symptoms, examination results and treatment
3. original receipt indicating expenses or summary of the balance together with the receipt

The above proofs must be submitted within 30 days from the date of discharge from a Hospital or Health Facility, or the date of treatment at a clinic. The receipt must be an original. The Company will return the original receipt, bearing the certification of the amount paid, to the Covered Person for use in a claim for a shortfall amount from another insurer. If the Covered Person is already compensated by government welfare or any other welfare, or other insurance, the Covered Person may submit a copy of the receipt bearing the certification of any amount paid by the government welfare or other agency in order to claim the shortfall amount from the Company.

Failure to submit the above proofs shall not deprive of the right to claim if it can be proven that there is an acceptable reason for failing to submit the proofs within the specified period despite an attempt to do so.

## **Personal Accident Insurance Section**

### **Additional Definitions**

Any loss of or damage means Bodily Injury suffered by the Insured as a result of an accident and which cause loss of life, dismemberment, loss of sight or permanent disability or Injured

### **Additional Conditions (applies to Personal Accident Insurance section)**

#### **1. Change of Occupation**

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

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

#### **2. Notice of Accident**

The Insured, the Beneficiary or the Insured's representative, as the case maybe, shall notify the Company of the Injury which may be the cause of claim without delay. In case of death, the Company shall be notified immediately unless it can be proven that there is an acceptable reason for not informing the Company despite the attempt to notify.

#### **3. Murder by the Beneficiary**

If the insured was intentionally killed (First degree murder) by the beneficiary. The Company will not pay compensation the coverage under this policy. In case the Insured named only one beneficiary, the Company shall refund the insurance premium to the Insured's estate or Heir in Law after proportionate deduction of the insurance premium for the period in which the Insurance Policy has partially been in effect.

However, if there is more than one beneficiary and any of them no taking part in the intentional killing of the insured. The Company will pay compensation to the beneficiary who does not participate in the killing of the Insured in proportion to the stated amount. In this case, the company will not refund the insurance premium.

#### **4. The Beneficiary**

The Insured can specify his/her beneficiary in the policy. Upon the Insured's death, the benefit will be paid to such named beneficiary. However, if no beneficiary is named on the policy, the benefit will go to the Insured's estate or Heir in Law.

In case the Insured named only one beneficiary and that person dies before the Insured, the Insured must notify the change of the beneficiary to the Company in writing. If this is not done or the Insured dies in the same accident as the beneficiary, the benefit will go to the Insured's estate or Heir in Law.

In case the Insured named more than one person as beneficiary, and any of them dies before the Insured, the Insured must notify the change of the beneficiary to the Company in writing. If this is not done or the Insured dies in the same accident, the benefit will go to the rest of the persons named as beneficiary by dividing the portion of the deceased beneficiary to the rest proportionately.

**Additional Exclusions (applies to Personal Accident Section)**

**This Policy does not cover:**

- 1. Any Loss or Injury arising from/ or in consequence of the following causes:**
  - 1.1 Suicide or attempted suicide or self-inflicted injury.**
  - 1.2 Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.**
  - 1.3 Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this Insurance Policy and occurring within the period of this Insurance Policy.**
  - 1.4 Miscarriage**
  - 1.5 Dental care or root canal treatment**
  - 1.6 Replacement of or new sets of dentures, Dental Crowns, Artificial denture**
  - 1.7 Food Poisoning**
  - 1.8 Backache as a result of Disc herniation, Spondylolisthesis, Degenerative disc disease, Spondylosis, Defect or Pars interarticularis (Spondylolysis) except if there is a fracture or dislocation of spinal cord as a result of an accident.**
  - 1.9 The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.**
- 2. Loss or injury which occurs (except the coverage extension is endorsed for extended cover):**
  - 2.1 While the Insured is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.**
  - 2.2 While the Insured pilots or works as a crew in any aircraft.**
  - 2.3 While the Insured is taking part in a brawl or taking part in inciting a brawl.**
  - 2.4 While the Insured serves as a soldier, police, or a volunteer and participates in war or crime suppression. If the time served is more than 30 days, the Company shall refund the premium from the date of service until such service is ended. After such time, the Insurance shall become effective again until the expiry date on the Schedule.**



## **Insuring Agreement**

### **Loss of Life, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability from Accident (PA.2)**

(attaching to Personal Accident Insurance Section)

#### **Additional Definitions**

Dismemberment	means	amputation of limb from the wrist or ankle, including the total loss of function of that part which according to a clear medical indication, will be incapable of functioning again.
Loss of Sight	means	complete, permanently incurable, blindness.
Total Permanent Disability	means	disability to the extent of being unable to perform the normal duty in the Insured's regular occupation or any other occupation totally and permanently and such permanent disability prevent the Covered Person to perform 3 or more activities of daily living by himself/herself. Activities of Daily Living (ADL) means the ability to perform 6 types of daily self-care activities which is a term used in healthcare to assess the patient. The Activities of Daily Living consist of (1) The ability to move from chair to bed and vice versa without the help another person or equipment. (2) The ability to move from one room to another without the help of another person or equipment. (3) The ability to put on and take off clothes without the help of another person or equipment. (4) The ability to wash body in a bath or shower including the ability to get to and from the bathroom without the help of another person or equipment. (5) The ability to feed oneself without the help of another person or equipment. (6) The ability to get to and from the toilet, using it appropriately, and cleaning oneself without the help of another person or equipment.
Partial Permanent Disability	means	a disability that renders a permanent inability to perform any regular duties of one's own occupation but does not prevent the engagement in other work for remuneration.

#### **Coverage**

This Insurance Policy covers any Loss or Injury of the Insured arising from bodily injury, which is caused by an Accident, resulting in the Loss of Life, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability of the Insured within 180 days from the date of Accident or Injury causes the Insured to receive continuous medical treatment as in-patient in the Hospital or Medical Facility and loss of life occurs later because of such injury. The Company will pay compensation in accordance with the sum insured stated in the schedule as below:

1.	100% of the sum insured	For loss of life
2.	100% of the sum insured	For Total Permanent Disability that continues for not less than 12 months after the Accident, or with a medical indication that the Covered Person will become a totally and permanently disabled person.
3.	100% of the sum insured	For the loss of both hands at or above the wrists, or the loss of both feet at or above the ankles, or the Loss of Sight of both eyes.
4.	100% of the sum insured	For the loss of one hand at or above the wrist and the loss of one foot at or above the ankle.
5.	100% of the sum insured	For the loss of one hand at or above the wrist and the Loss of Sight of one eye.
6.	100% of the sum insured	For the loss of one foot at or above the ankle and the Loss of Sight of one eye.
7.	60% of the sum insured	For the loss of one hand at or above the wrist.
8.	60% of the sum insured	For the loss of one foot at or above the ankle.
9.	60% of the sum insured	For the loss of sight of one eye.
10.	50% of the sum insured	For the loss of hearing in both ears or the loss of speech.
11.	15% of the sum insured	For the loss of hearing in one ear.
12.	25% of the sum insured	For the loss of a thumb (both phalanges).
13.	10% of the sum insured	For the loss of a thumb (one phalanx).
14.	10% of the sum insured	For the loss of an index finger (three phalanges).
15.	8% of the sum insured	For the loss of an index finger (two phalanges).
16.	4% of the sum insured	For the loss of an index finger (one phalanx).
17.	5% of the sum insured	For the loss of any finger (at least two phalanges) other than a thumb or an index finger.
18.	5% of the sum insured	For the loss of a big toe.
19.	1% of the sum insured	For the loss of any one toe (at least one phalanx) other than a big toe.

The Company will compensate for only one item of loss with the highest amount of compensation. In the case of a total permanent loss of a finger or toe under items 12 to 19, for which no compensation under items 1 to 9 is claimable, the Company will compensate for the respective items of the actual loss, provided that the aggregate amount of compensation will not exceed the sum insured as specified in the Benefit Schedule.

In the case of a Partial Permanent Disability, other than the loss of taste or smell, for which no compensation as specified under items 2 to 19 is claimable, the Company will pay compensation according to the opinion of the Company's Physician, but no more than 50 percent of the sum insured specified in the Benefit Schedule.

Throughout the insurance period, the aggregate amount of compensation paid by the Company for the consequences covered hereunder will not exceed the sum insured specified in the Benefit Schedule. If the amount of compensation paid by the Company under this coverage agreement has not yet reached the full amount of the sum insured, the Company will provide coverage hereunder until the expiration of the insurance period, in accordance with the balance of the sum insured.

**Additional Conditions (applies to “Loss of Life, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability (PA. 2)” Insuring Agreement)**  
**Claims and Submission of Proof of Claims**

**1. Claim for benefits for loss of life**

The beneficiary, or the Insured’s representative, as the case maybe, at his or her own expense, must submit the following evidence to the Company within thirty (30) days from the death of the Covered Person:

- 1.1 a claim form as prescribed by the Company
- 1.2 a death certificate
- 1.3 a copy of the post-mortem report certified by the police officer in charge of the case or the agency issuing the report
- 1.4 a copy of the daily case report certified by the police officer in charge of the case
- 1.5 copies of the Insured's citizen identification card and house registration indicating the "deceased" status of the Insured and
- 1.6 copies of the beneficiary's citizen identification card and house registration.

Failure to submit the evidence within the prescribed time will be without prejudice to the right of claim, if it can be proven that the failure is justified, and the evidence is submitted as soon as practical.

**2. Claim for Benefits for Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability**

The Insured, at his or her own expense, must submit the following evidence to the Company within thirty (30) days after the date of a Physician's diagnosis that the Covered Person has suffered a Permanent Disability or Dismemberment:

- 2.1 a claim form as prescribed by the Company
- 2.2 a medical report that confirms the Permanent Disability or Dismemberment

Failure to submit the evidence within the prescribed time will be without prejudice to the right of claim, if it can be proven that the failure is justified, and the evidence is submitted as soon as practical.

## **Endorsement – Cost of Special Nursing Service**

(attaching to Health Insurance Section)

### **Coverage:**

While this Policy is in effect and after the expiration of a waiting period as specified in the Policy, this endorsement is cover to the Charges related to the service of a registered nurse while receiving treatment as an inpatient in a hospital or while at home immediately after discharge from the hospital, provided that such special nursing service is recommended by the physician with due medical consideration.

### **Additional Exclusions (applies to “Cost of Special Nursing Service” Additional Endorsement)**

This endorsement does not cover benefits for any claims directly or indirectly arising from:

1. Any illness happens within the waiting period, except for accidental injuries.
2. Physical therapy, except for medical treatment as an inpatient in a hospital.
3. nursing care where provided by a nurse who usually lives with the Covered Person, or who is a member of the Covered Person’s family.
4. Any requests for treatment in a hospital or for surgery, laboratory test for causes not directly in connection with treatments in a hospital, treatments or laboratory test for a cause which is not medically necessary or in contrary to medical standards.

If anything contained in this endorsement is in contrary to the Policy, the terms under this endorsement will supersede.

All other terms, conditions and exclusions remained unchanged

## **Additional Endorsement - Medical Expenses without Hospital Confinement (Outpatient Medical Expenses)**

(attaching to Personal Health and Accident Insurance Section)

### **Coverage:**

While this Policy is in effect and after the expiration of a waiting period as specified in the Policy, if the Covered Person sustains injury from an accident or illness necessitating medical treatment by a physician.

The Company will pay the Covered Person the actual medical expenses incurred as an outpatient or the daily limit of liability but not exceeding the maximum eligible limit as stated in the Policy Schedule, whichever the lesser.

### **Specific Exclusions (applies to “Outpatient Care (Medical Expenses as an Outpatient)” Additional Endorsement)**

This endorsement does not cover benefits for any claims directly or indirectly arising from:

1. Any illness happens within the waiting period.
2. Physical therapy.
3. Any organ transplants and kidney dialysis
4. A Chronic disease, Injury, or Illness that has not been fully cured before the date of the insurance agreement, treatment of a congenital condition, or learning development problems, or genetic disease.
5. miscarriage
6. AIDS or Venereal Disease or Sexually Transmitted Infection provided that AIDS shall include Acquired Immune Deficiency Syndrome due to AIDS infection and shall also include opportunistic infections or infections of any diseases or Illnesses in which the blood test results indicate HIV (Human Immunodeficiency Virus). Opportunistic infections shall include but not limited to Pneumocystis Carinii Pneumonia, Organism Causes 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 severe diseases currently known as Acquired Immunodeficiency Syndrome which cause the patients sudden death, Illnesses or disabilities. AIDS shall include HIV (Human Immunodeficiency Virus causing Encephalopathy Dementia.
7. Treatment or healing of drug, cigarette, liquor, or psychotropic substances addiction.
8. Treatment, symptoms or disease related to mental condition, mental, behavioral or personality disorders including Attention Deficit Hyperactivity Disorder, autism, stress, eating disorder or anxiety.
9. Non-conventional medicine treatment including alternative medicine
10. Expenses arising out of the treatment that the Insured who is a Doctor orders for him/herself, expenses arising out of the treatment performed by s Doctor who is the father, mother, spouse, or child of the Covered Person:-
11. Suicide, attempted suicide, self-inflicted injury, or attempted self-inflicted injury either by the Insured him/herself or allowing other to do, either during the state of insanity or not, including the Accident caused by the Insured's eating, drinking or injecting drugs or toxics into the body, medication overuse.

12. While the Covered Person is taking part in a brawl or taking part in inciting a brawl.
13. While the Covered Person is boarding or alighting or traveling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline including the Covered Person is operating or serving as a crewmember in any aircraft.
14. While the Covered Person is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression.

If anything contained in this endorsement is in contrary to the Policy, the terms under this endorsement will supersede.

All other terms, conditions and exclusions remained unchanged.

## **Additional Endorsement - Deductible**

(attaching to Personal Health and Accident Insurance Section)

### **Additional Definitions**

Deductible means deductible to be borne by the Insured under the Insurance Agreement.

### **Coverages**

It is agreed that during the effective period specified herein, while the Policy remains in effect, the Policy will include an additional Deductible condition. The Company agrees to pay benefits to the Covered Person according to the Deductible conditions.

If anything contained in this endorsement is in contrary to the Policy, the terms under this endorsement will supersede.

All other terms, conditions and exclusions remained unchanged.

## Summary of Terms and Conditions

### SmartCare Essential Individual Health and Accident Insurance Policy EasyCare Visa Plan

The benefits under this Personal Health Insurance Policy shall be disbursed in case of the Insured's injury or illness after the waiting period to the extent that medical treatment at a hospital or health facility is required. The Company shall pay the expenses incurred as a result of medical treatment in accordance with the medical necessity and standard at the general service rate. The payment shall be made for the items listed in the Schedule of Benefits below on actual basis but not exceeding the sum insured indicated in the Schedule of this Insurance Policy or the Appendix (if any). The benefits are as follows:

#### Benefit Schedule

##### Area of Coverage: Details as specified in the Policy

Benefits	Sum Insured (Baht)	Maximum (Days or Times)	Maximum Sum Insured (Baht)
<b>1. Inpatient Benefits</b>			
<p><b>Article 1:</b> Room charge, meal fee and hospital service fee (Inpatient) for each hospitalization as an Inpatient</p> <p>In the case that the Insured is treated in the Intensive Care Unit Inpatient Room, room charge, meal fee and hospital service fee shall be paid in the amount of 2 times of the benefits prescribed in the first paragraph up to the Maximum Benefits per Policy Year as stated.</p>	as specified in the policy documents		
<p><b>Article 2:</b> Medical fee for examination or treatment, blood and blood component service fee, nurse service fee, medicine fee, parenteral nutrition fee, and medical supplies fee for each hospitalization as an Inpatient</p>			
<p><b>Sub-article 2.1</b> Medical fee for examination</p>			
<p><b>Sub-article 2.2</b> Medical fee for treatment, blood and blood component service fee, and nurse service fee</p>			
<p><b>Sub-article 2.3</b> Medicine fee, parenteral nutrition fee and medical supplies fee</p>			
<p><b>Sub-article 2.4</b> Medicine fee and disposable supplies fee (Medical Supplies 1) for take away</p>			
<p><b>Article 3:</b> Physician's examination fee (Physician) for each hospitalization as an Inpatient</p>			
<p><b>Article 4:</b> Operation (surgery) and procedure fee for each hospitalization as an Inpatient</p>			
<p><b>Sub-article 4.1</b> Operating room fee and procedure room fee</p>			
<p><b>Sub-article 4.2</b> Medicine fee, parenteral nutrition fee, medical supplies fee, and surgery and procedure fee</p>			
<p><b>Sub-article 4.3</b> Physician's fee for Physicians performing surgery and procedure (including assistant) (Physician fee)</p>			
<p><b>Sub-article 4.4</b> Physician's fee for anesthetist (Physician fee)</p>			



Benefits	Sum Insured (Baht)	Maximum (Days or Times)	Maximum Sum Insured (Baht)
<b>Sub-article 4.5</b> Medical fee for organ transplantation			
<b>Article 5:</b> Day surgery			
<b>2. Non-Inpatient Benefits</b>			
<b>Article 6:</b> Medical fee for related direct examination before and after hospitalization as an Inpatient or Outpatient treatment fee which is in consequence of or in connection with hospitalization as an Inpatient for each hospitalization as an Inpatient	as specified in the policy documents		
<b>Sub-article 6.1</b> Medical fee for related direct examination which occurs within 30 days before and after hospitalization as an Inpatient			
<b>Sub-article 6.2</b> Outpatient Treatment fee after hospitalization as an Inpatient for each consequential treatment within 30 days after such discharge from the hospital (excluding medical fee for examination)			
<b>Article 7:</b> Medical fee for Treatment of injury in Outpatient case within 24 hours after each accident			
<b>Article 8:</b> Rehabilitation medicine fee after each hospitalization as an Inpatient per confinement			
<b>Article 9:</b> Medical fee for Treatment of chronic kidney failure by hemodialysis through vascular access for each policy period			
<b>Article 10:</b> Medical fee for Treatment of tumor or cancer by radiotherapy, interventional radiology, and nuclear medicine for each policy period			
<b>Article 11:</b> Medical fee for Treatment of cancer by chemotherapy for each policy period			
<b>Article 12:</b> Ambulance fee			
<b>Article 13:</b> Medical fee for Minor Surgery			
Deductible	as specified in the policy documents		
Copayment	as specified in the policy documents		

### Summary of Important Conditions

1. This Insurance Policy is the insurance agreement with one-year insurance period.
2. This Insurance Policy shall be renewed upon the completion of the insurance period, except for the cases below, that the Company reserves the right not to renew the Insurance Policy:
  - 2.1 If there is evidence indicating that the Insured has not declared factual statements in accordance with the insurance application or reinstatement, health declaration form, and any other additional declarations related to execution of health insurance policy, which is the subject matter entitling the Company to demand higher insurance premium or reject the application or accept the application for insurance with conditions.
  - 2.2 The Insured claims the benefits from his/her treatment of injury or illness without medical necessity.

2.3 The Insured claims the benefits for compensation of hospital or health facility admission from all companies in the higher amount than the actual income.

3. The period of insurance premium payment is within 31 days as stated in the Insurance Policy.

4. The cases excluded from the coverage are:

4.1 The Insured commits insurance fraud.

4.2 The illnesses occurring during the 30 days waiting period from the first effective date of the Insurance Policy indicated in the Insurance Policy Schedule or the date in which the Company approves additional benefits of this Insurance Policy, whichever happens later, or

4.3 The following illnesses which occur within the period of 120 days from the first effective date of this Insurance Policy or the date in which the Company approves additional benefits of this Insurance Policy, whichever happens later:

- Tumors, cysts, or all kinds of cancer
- Hemorrhoids
- All kinds of hernias
- Pterygium or cataract
- Tonsillectomy
- All kinds of calculi
- Varicose veins
- Endometriosis

However, in the case that the Company approves additional benefits under Clause 8 - Changes of benefits and coverage, the Company shall not cover the above illnesses for the additional benefits only.

The above non-coverage conditions shall not apply in the case that the Insured gets injured or is in need of Emergency operation which is not a consequence of any disease existing prior to the insurance.

4.4 Pre-existing Condition, except

1) when the Insured has declared to the Company and the Company unconditionally accepts the risk without any exception of such coverage or

2) Chronic diseases, injury or illnesses (including complications) are inapparent, untreated or unexamined by the doctor or the Insured has not met or consulted with the doctor during the period of 5 years prior to the first effective date of this Insurance Policy and during the period of 3 years from the first effective date of this Insurance Policy.

4.5 General exclusions described in this Insurance Policy such as congenital disorders, treatment under trial, fertility and infertility treatment (including investigation and treatment), convalescence or rest for rehabilitation or rest cure, and so on.

4.6 Any exclusions or non-coverage as indicated in each coverage agreement.

### **Health Accident Section**

1. Medical Treatment as an Inpatient in the Hospital or Medical Facility (IPD)

### **Personal Accident Insurance Section**

1. Loss of Life, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech, or Permanent Disability from Accident (PA.2)

### **Endorsement - Health Insurance Section**

1. Cost of Special Nursing Service

### **Additional Endorsement - Personal Health and Accident Insurance Section**

1. Medical Expenses without Hospital Confinement (Outpatient Medical Expenses)

2. Deductible

**Remarks**

This document only serves as a summary of important information. Full details of general conditions, insuring agreements and exclusions of the Insurance Policy is to follow the Policy Wording for SmartCare Essential Individual Health and Personal Accident Insurance Policy which has been approved by the Office of Insurance Commission (OIC). The Company has the right to select coverages/ endorsement for product packaging.

**This document is a summary of essences and some parts of coverage conditions and exclusions only.**

**Please carefully read and understand all details in this Insurance Policy.**

# AXA Nationwide Network

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