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health insurance

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SmartCare Executive

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GROUP HEALTH AND ACCIDENT INSURANCE POLICY
SMARTCARE EXECUTIVE
(Translation Only)

In reliance upon the statement in the application form for insurance which is considered a part of this insurance Policy, and in consideration of the premium paid by the Policyholder or the Insured, and subject to the general terms and conditions, insuring agreements, exclusions and attached endorsements of this insurance Policy, the Company agrees to indemnify the Covered Person:

Section 1: Definitions

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

1. Company	means	AXA Insurance Public Company Limited
2. Policy	means	The Policy Schedule, Benefits Table, terms and conditions, insuring agreements, exclusions, addendum, special provisions, warranties, endorsements insurance certificate and policy summaries, which form part of this insurance contract.
3. Policyholder	means	The person(s) or the juristic person(s) named as the Policyholder in the Policy Schedule, who arranges this insurance for the benefits of the Covered Persons.
4. Insured	means	The employees or members of the Policyholder named in the Policy Schedule, attachment or endorsement.
5. Dependent(s)	means	Any person who relies on the Insured for support and who is not the employee of the Policyholder, as follows: 1. Legal spouse up to the age of 65 years old (in case of renewal, not exceeding 75 years old). 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.
6. Covered Person(s)	means	The Insured and/or the Insured's dependent(s) as named in the Policy Schedule.
7. Contributory Insurance	means	The insurance which the Insured pays the total premium or the insurance which the Policyholder pays a part of the premium and the Insured pays the other part as contributory premium.
8. Non-Contributory Insurance	means	The insurance which the Policyholder pays the total premium.
9. Non-Medically Necessary	means	Treatment of a medical condition which is not suitable or not necessary in accordance with the diagnosis or such treatment of injury or illness and treatment which has not been established as being effective or which is still in the course of experimental or trial stage and not conforming to the generally recognized medical standards including medical treatment which the Covered Person or anyone who is not the attending physician requesting a physician to perform or to provide such treatment.
10. AXA HealthCare Card	means	Identity card issued by the Company for the Covered Person. It is the duty and responsibility of the Policyholder and the Covered Person to return it to the Company in case the Policy is canceled before the expiry date of the Policy. In case the Covered Person does not return the card to the Company, the Company reserves its rights not to refund any unexpired premium.
11. Accident	means	An event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Covered Person(s).
12. Injury	means	A bodily injury which is caused directly and solely from an accident and is independent from other causes while this Policy is in force.
13. illness	means	Symptoms, abnormalities, illnesses or diseases contracted by the Covered Person(s) while this Policy is in force.
14. Congenital Conditions	means	Congenital anomalies as well as neo-natal physical abnormalities developing within 6 (six) months of birth.

15. Medical Practitioner	means	A person who has graduated in medical sciences and is legally registered with the Medical Council as a medical practitioner to provide local medical service or surgery.
16. Attending Physician	means	A person (other than the Covered Person or a member of the Covered Person's immediate family) licensed by the Medical Council or equivalent vocational institution to practice medical treatment in accordance with the scope of his/her license.
17. Dentist	means	A person who has graduated in dentistry and is legally registered with the Dental Council as a dentist to provide local dental treatment service.
18. Medical Specialist	means	A physician who is an approved medical specialist or licensed with certification from the Medical Council or equivalent institution. While not an attending physician, the medical specialist provides consultations, caring or treatment jointly with the attending physician.
19. Surgeon or Anesthetist or Specialist	means	A person (other than the Covered Person or a member of the Covered Person's immediate family) licensed by the Medical Council or equivalent vocational institution to practice medical treatment in accordance with the scope of his/her license. While not an attending physician, the surgeon or anesthetist or specialist provides consultation, caring or treatment jointly with the attending physician.
20. Nurse	means	A person who is legally licensed to perform the nursing profession.
21. Nursing Service Charges	means	Charges that a hospital or a medical center normally charged to the Covered Person as an inpatient for nursing care provided while hospitalized.
22. Inpatient	means	A person who is medically necessary to receive treatment in a hospital or a medical center for not less than 6 (six) consecutive hours and registered as an inpatient by diagnosis and advice of the physician based on indication of medical standards and in the period suitable for treatment of such injury or illness and also in case of an admitted inpatient's death prior to the expiry of 6 (six) hours.
23. Outpatient	means	A person who receives medical service at the outpatient department or emergency room of a hospital or a medical center or a clinic, of which by diagnosis and indication of medical standards is not medically necessary to be admitted as an inpatient.
24. Hospital	means	An establishment duly permitted by applicable laws as a hospital capable to accept overnight patients and to provide care and treatment of the sick and injured persons as bed-paying inpatients, as follows: 1. It has organized facilities for diagnosis, treatment and major surgery. 2. It provides 24 (twenty-four) hours a day nursing services by registered graduate nurses and is under the supervision of not less than 1 (one) physician at all times. 3. It does not primarily include a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the aged or similar establishment.
25. Medical Center	means	Any medical center capable in providing medical service for overnight patients and is duly permitted to register as a medical center according to applicable laws of such territory.
26. Clinic	means	The modern type clinic duly permitted by law to operate for medical treatment and diagnosis by the physician but without overnight patients.
27. Medical Standards	means	International rules or practices of modern medical service that create suitable treatment plan for the patient according to the medical necessity and correspond with the summary from the injury and illness background, findings, autopsy result or others (if any).
28. Medically Necessary	means	Treatment of a medical condition which meets the following conditions: 1. In accordance with the diagnosis, and treatment for such medical condition, and 2. In accordance with medical indication of modern medicine, and 3. In accordance with not for the convenience of the patient or his/her family, physician, and 4. In accordance with generally accepted standards to care for the patients, and considered appropriate for treating patient's medical condition.

29. Alternative Medicine	means	Diagnosis, treatment of a medical or preventive condition by way of Thai-style medication, Thai folk medicine, Chinese-style medication, or any other treatment which is not classified as modern-style treatment which is duly recognized by the Ministry of Public Health.
30. Hospitalization per Visit	means	Any hospitalization requiring admission into a hospital or a medical center as an inpatient per visit, including treatment in a hospital or a medical center for 2 (two) or more times on the same cause or disease or complications from the same disease to which the duration gap between each treatment is not more than 90 (ninety) days as from the last date of discharge from a hospital or a medical center will be considered as a single treatment confined in a hospital or a medical center.
31. Injury or Illness per Visit	means	Any illness from the same cause including complications thereof, or any illness occurs at the same time from other causes while the Covered Person receives continuous treatment from one hospitalization, Unless such treatments for injury or illness occur more than 90 (ninety) days in an inpatient case and more than 14 (fourteen) days in an outpatient case after the last date of hospital discharge shall be considered as a new visit.
32. AIDS	means	Acquired Immune Deficiency Syndrome which is caused by AIDS virus infection and shall inclusively mean opportunistic infection Malignant Neoplasm or infection or any sickness by HIV (Human Immune Deficiency Virus). Opportunistic infection shall include but not limited to Pneumocystis Carinii Pneumonia, Organism or Chronic Enteritis, Virus and/or Disseminated Fungi Infection. Malignant Neoplasm shall include but not limited to Kaposi's Sarcoma, Central Nervous System Lymphoma and/or other serious diseases presently known as the symptom of Acquired Immune Deficiency Syndrome or caused by sudden death, sickness or disability. In this regard, AIDS shall include HIV (Human Immune Deficiency Virus), Encephalopathy Dementia and virus spreading.
33. Reasonable and Customary Charges	means	Medical charges and/or other charges for health care that is consistent with the average rate or charges for identical or similar services in a hospital, a medical facility, or a clinic where the Covered Person receives treatment.
34. Deductible	means	The stated amount of loss to be borne by the Covered Person under this insurance contract.
35. Co-payment	means	The incurred medical expenses to be jointly responsible by the Company and the Covered Person under the Policy after deducting of the deductible (if any).
36. Terrorism	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in isolation or on behalf of or in connection with any organization or government for political, religious or ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.

Section 2: General Terms and Conditions

1. Insurance Contract

This insurance contract is based upon the information provided by the Policyholder or the Covered Person in the application form and health declaration and additional declaration (if any) duly signed by the Covered Person as evidence for the purpose of obtaining insurance coverage thus this Policy is issued by the Company.

In case the Policyholder or the Covered Person has already known but provided false statement in the declaration as mentioned in the first paragraph, or has already known of any fact but concealed thereof, of which if it is known to the Company, it may motivate the Company to demand higher premium or refuse to issue this Policy or void the Policy as per Section 865 of Civil & Commercial Code.

The Company shall not refuse its liability by referring to any declaration other than those declared by the Policy holder or the Covered Person in the first paragraph.

2. Incontestability or objection of the completeness of the insurance contract

The Company waives the right to dispute or objection the validity of the insurance contract after 2 (two) years from the first inception date, except when the premium is not received.

In case the Company becomes aware of any cause or reason which may lead the insurance contract to be void, but does not exercise the right to void it within 1 (one) month after that information is known, the Company can no longer exercise the right to void this insurance contract.

3. Changes to the Policy

Any changes of wording in the insurance contract must be approved by the Company and noted in this Policy or endorsement before such changes shall be valid.

Any changes of the policy conditions, coverage and policy exclusions will be done only when renewal policy is made and depend on consideration of the Company.

4. Premium Payment and Inception Date

4.1 In the first year of this Policy, the Policyholder or 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 Schedule.

4.2 In subsequent renewal years, the Company will continue the coverage provided the premium is paid within the grace period of 30 (thirty) days as from the expiry date as stated in the Schedule. The coverage in the renewal year will be as follows:

4.2.1 Provided the Insured pays the premium within the grace period, the Insured will be continually covered and there will be no new pre-existing conditions (refer to condition No. 10 "Pre-Existing Conditions") and waiting period (refer to condition No. 11 "Waiting Period") applied to the Policy. Despite the grace period in this case, the Company must have received the renewal instruction before the expiry date of the Policy (in other words, it is not an automatic policy renewal).

4.2.2 If the Insured does not pay the premium within the grace period, the Company will consider the Policy to be expired on the preceding Policy's expiry date without having to notify in advance.

5. Renewal of the Policy

The Company reserves the right not to renew the Policy by giving advance notice in writing with declination reason at least 30 (thirty) days prior to the Policy's expiry date as stated in the Schedule and the reason due to non-renew.

In case of renewal, the Company reserves the right to adjust the premium in accordance with the age and risk profile of the Covered Person. However, it depends on the qualifications of the Covered Person based on the Company's underwriting guidelines and also the applicable premium at that moment.

6. Coverage for the Dependent(s)

6.1 The dependent(s) will be covered under this Policy while the Insured is covered under this Policy.

6.2 If the dependent(s) is receiving hospitalization as an inpatient before or on the inception date of this Policy, there will be no coverage until such dependent(s) has been medically recovered and discharged from the hospital.

7. Coverage Inception Date

7.1 In case of non-contributory insurance, the coverage inception date is on the first day the Insured starts working or after having passed the probationary period or other dates as stated by the Policyholder in the group application form.

7.2 In case of contributory insurance, the Insured has to pay contributory premium and the coverage inception date will be as follows:

7.2.1 On the insurance inception date for any insurance application made before the insurance inception date.

7.2.2 On the insurance application date for any insurance application made within 30 (thirty) days as from the insurance inception date or the first day the Insured starts working for new employee(s).

7.2.3 On the date the Company confirms insurance acceptance for any insurance application made after the period as stated in 7.2.2.

If the Insured is unable to work full time as usual due to injury or illness on the eligible date for coverage, it is deemed that the eligible date for coverage for such the Covered Person is on the first day returning to work full time. The Company will provide coverage as from the day the Insured is back on duty.

8. Covered Benefits in case of Applications Made During the Policy Year

In case the Policyholder notifies the total number and name-list of additional the Covered Persons during the policy year, the Company will charge a ratable proportion of premium for the actual period of coverage. However, in case the Insured or the Covered Person is entitled to coverage with maximum benefits per year, the Company will cover the Insured or the Covered Person with such maximum benefits per year on a ratable proportion in accordance with the actual covered period.

9. Alterations or Benefit Upgrading

The Company will agree to alter coverage or upgrade the level of benefit under the Policy as requested by the Policyholder and the Covered Person provided that such alterations will only become effective upon the next policy renewal date.

Provided that the Policyholder will notify the Company in writing at time of policy renewal and the Company has given confirmation to such request.

10. Termination of Coverage

10.1 Automatic Termination

The coverage of this Policy will be terminated automatically on the following circumstances:

10.1.1 On the expiry date of the Policy as stated in the Schedule and there has been no instruction to renew the Policy for the next year, unless on such date the Covered Person is still being hospitalized as an inpatient. In this case, the coverage for medical treatments pertinent to such illness or injury will terminate when the Covered Person is discharged from the hospital or the Company has already paid up to the maximum benefits.

10.1.2 On the expiry date of the Policy as stated in the Schedule and that the Policyholder or the Insured has not paid the premium for the renewal policy year within the specified time-frame.

10.1.3 On the expiry date of the Policy as the Company has declined to renew the Policy.

10.1.4. When the Company has paid up to the maximum amount of benefits per year as stated in the Schedule.

10.2 Termination of each the Cover Person

The coverage of each the Cover Person will be terminated on the following circumstances:

10.2.1 The coverage of the Insured will expire on the date as stated in the Schedule when the Covered Person has attained the age of 65 years (in case of renewal, not exceeding 75 years).

10.2.2 Death of the Covered Person from an uninsured cause, the Company will refund the premium on a pro-rata basis to the beneficiary.

10.2.3 On the last employment date with the Policyholder as the Company is informed by the Policyholder. The Insured's cessation of work is deemed to be the end of employment subject to conditions, as follows:

- When the Insured is temporarily not working full day or not on duty due to injury or illness, the coverage is deemed to continue until premium payment is discontinued for such Insured.
- The insurance for the Insured who is suspended from work, the coverage is deemed to continue until the end of the subsequent month counting from the month of work suspension.
- The insurance for the Insured with approved leave, the coverage is deemed to continue until the end of the subsequent month counting from the month of such leave.

10.2.4 On the last day of the month when the Insured becomes a retiree or a pensioner.

10.2.5 On the premium payment due date for the Insured who fails to pay the premium except it is the error of the Policyholder.

10.2.6 The coverage of each "Dependent" will terminate, as follows:

- When the coverage of the Insured expires.
- The "Dependent" is no longer qualified as "Dependent(s)" as stated in Section 1: "Definitions".

10.3 The coverage in each insuring agreement and/or endorsement will be terminated when the Company has paid compensation up to the maximum limit as stated in each insuring agreement and/or endorsement.

10.4 This Policy and all covered benefits under this Policy will be terminated at 16.30 hours, Thailand time, on the expiry date of the insurance Policy.

11. Examination Rights

Within reasonable time, the Company has the right to examine the medical and diagnosis history of the Covered Person as considered necessary under this Policy and the right to conduct an autopsy where necessary and within the limits of law.

In case the Covered Person does not allow the Company to investigate the claim or access to examine the medical and diagnosis history to support claims payment consideration, the Company reserves the right to decline coverage for the Covered Person.

12. Notification of Claims

The Policyholder, the Covered Person or the representative of the Covered Person must inform the Company of any injury or sickness which might result in a claim without delay. In case of death, the Company must be reported immediately unless it can be proved that circumstances necessarily and reasonably make it impossible to report as required but report is given as soon as it is possible to do so.

The Policyholder, the Covered Person or the representative of the Covered Peron must submit the following documents at their own expenses to the Company within 30 (thirty) days as from the date of hospital discharge.

12.1 Claims form of the Company for medical expenses or other benefits.

12.2 A full physician's report containing a diagnosis of the condition, medical treatment and services rendered.

12.3 Original and copy of receipt and invoice showing itemized medical expenses.

12.4 Other documents which the Company may necessarily request (in case of doubt, additional documents are necessary to support claims consideration).

The Policyholder, the Covered Person or the representative of the Covered Person may request the Company to return the original receipt to make further claims, as eligible, from other sources.

The Company will pay the eligible benefits to the Covered Person or beneficiary within 15 (fifteen) days of receipt of the completed documents If the claims require further investigation, the Company has the right to extend the payment date but not later than 90 (ninety) days. If the Company cannot pay within 90 (ninety) days, the Company will pay 15% annual interest starting from the date the claims payment is due.

If the Policyholder, the Covered Person makes dishonest claims and the Company had already paid for that claims before discovering the dishonesty, the Company can recover those benefits from the Covered Person or the beneficiary and the Company can immediately terminate the Policy or decline to renew the Policy.

13. Arbitration

In case of argument, dispute or appeal under this Policy between the person who is entitled for compensation versus the Company, and if so desired by that person to settle the disputed claims by use of arbitration, the Company will agree to allow the case for ruling by arbitration in accordance with the regulations of the Office of Insurance Commission (OIC).

14. Pre-Existing Conditions

The Company will not pay any benefits under this Policy for any pre-existing chronic disease, injury, illness (including complications thereof) which has not been medically treated before the inception date of the first year policy except:

14.1 The Covered Person has declared such conditions in addition to the application form and the Company has agreed to provide coverage by waiving the exclusion for pre-existing conditions, or

14.2 Once the Covered Person is continuously covered under the Policy for not less than 3 (three) years, the Covered Person has not had any symptoms of chronic disease, injury or illness (including complications) which has not had any medical examination or diagnosis by a physician or has not visited or consulted with a physician for 5 (five) years before the first inception date of this Policy.

15. Waiting Period

The Company will not cover the following illness within 120 (a hundred and twenty) days as from the first inception date which the Covered Person is covered under this Policy.

15.1 Hypertension and Cardiovascular Disease

15.2 All tumors, polyp or cyst

15.3 Tonsillitis requiring surgery

15.4 Hernias, Hemorrhoids

15.5 Diabetes Mellitus

15.6 Cholecystitis, Cholelithiasis (Gallstones), Calculi of the Urinary organs

16. Misstatement of age or gender

If the premium paid is insufficient because of the age of the Covered Person has been misstated, the Company will adjust the claims in accordance with the ratio of the actual premium paid to the correct premium which should have been charged as per actual age of the Covered Person.

In case of excess premium paid due to misstatement of age of the Cover Person, the Company will refund the policyholder or the Covered Person the excess amount of premium without any interest.

If at the correct age, the Covered Person would not have been eligible for this insurance, the Company will not pay any claims and this Policy will be void.

17. Subrogation

The Company has the right to collect any ineligible expenses and expenses in excess of the benefit as stated from the Policyholder or the Covered Person via the Company's authorized officer or agent or broker or outsourced company to collect on behalf of the Company.

18. Notice of Cancellation

The Company may cancel this Policy by giving notice in writing not less than 30 (thirty) days in advance and send by registered mail to the last known address of the Policyholder, the Company will refund the premium to the Policyholder and the Insured by deducting a ratable proportion of the premium for the time the Policy has been in force.

The Policyholder or the Insured may cancel this Policy by giving notice in writing to the Company and has the right to a refund of premium after deducting the customary short period premium for the time the Policy has been in force, which is:

Customary Short Period Rate

Period of Insurance (not less than / month)	% of annual premium
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

Regardless which party is giving notice of cancellation, the Policy will be canceled entirely. It is not possible to cancel only a certain part of coverage. In case the Company has paid out claims amounting more than the premium it has received, there will be no refund of premium.

19. Examination of Medical History

Within reasonable time, the Company has the right to examine the medical and diagnosis history of the Covered Person as considered necessary under this Policy and the right to conduct an autopsy where necessary and within the limits of law at the expenses of the Company.

In case the Covered Person does not allow the Company to investigate the claims or access to examine the medical and diagnosis history of the Insured to support claims payment consideration, the Company reserves the right to decline coverage for the Covered Person.

20. 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.

21. Currency Exchange Rates

All premium and claims payments under this Policy will be made in Thai currency based on the date of medical treatment with reference to the daily exchange rate issued by Bank of Thailand.

22. Territory Coverage

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.

23. Condition Precedent

The Company will not be liable to pay any covered benefits under this Policy unless the Policyholder, the Covered Person or the beneficiary or the representative of such person has complied with the insurance contract and the conditions of this Policy.

24. Treatment Outside Thailand

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.

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. Any pre-existing chronic disease, injury, illness (including complication thereof) which has not been medically treated before the inception date of the first year policy, congenital abnormalities and/or deformities whether or not manifest and/or diagnosed or known about at birth (congenital). Growth development abnormalities or delay whether physical or psychological or learning difficulties. Genetic disorders including genetic testing and any counseling carried out for such purposes.
2. Cosmetic treatment or surgery or treatments for skin care, pimple, blemish, freckle, dandruff, hair loss, weight control, or any voluntary surgery except for dressing wounds as a consequence of a covered accident.
3. Pregnancy, childbirth, abortion, miscarriage (except by an accident), complications from pregnancy, problem solving related to infertility (including analysis and treatment), sterilization or contraception, treatments related to sterility or assisted conception (including analysis), sterilization or its reversal, sexually transmitted disease, treatment of genetic disease, treatment in connection with varicocele, impotence or any consequence therefrom, sex transformation including circumcision, except it is medically necessary.
4. Treatment of AIDS or any sexually transmitted disease including treatment of any medical condition which arises in any way from HIV infection.
5. Treatment to relieve symptoms commonly associated with ageing, pre-menopause or menopause. Investigation or treatment for sexual dysfunction or sexual transformation.
6. Normal medical check-up, any requests for treatment in a hospital or a medical center or for surgery, recovery or recuperation or treatment by bed-rest, any laboratory test and any diagnostic Radiology for causes not directly in connection with treatments in a hospital or a medical center or a clinic, injury or illness diagnosis, treatments or examination which is not medically necessary or in contrary to medical standards.
7. Eye examination and eyesight corrective treatment including Lasik and other expenses associated with eyesight correction.
8. Routine dental care, Treatment or surgery relating to dental or gum, dentures, crowns, root canal treatment, filling, orthodontics, scaling, extraction, dental implant, except in case of injuries from an accident (not including dentures, crowns and root canal treatment or dental implant).
9. Treatment related to addictions to harmful drug, cigarette, alcohol or other addictive substances resulting in mental and nervous disorders, abnormal behavior or personality, attention deficit/hyperactivity disorder, autism, stress, eating disorder or anxiety.
10. Treatment which is experimental or on trial stage or sleep apnea, sleeping disorders and snoring.
11. Inoculations or vaccinations (except rabies vaccination after animal bite and tetanus vaccination after injury).
12. Any treatment not considered as modern medical treatment including alternative medicine.
13. All incurred medical expenses for treatment to which the Covered Person who is himself/herself being the physician making prescription for medicine including expenses related medical treatment from the physician who is the Covered Person's father, mother, spouse or children.
14. Suicide or attempt at suicide or infliction of self-injury or attempt thereof whether by self-acts or by consenting others to do so whether in the state of insanity or not. This also includes accident occasioned by the Covered Person consuming or drinking or injecting drugs or toxic substances into body and use of drugs in excess of doctor's prescription.
15. Actions of the Covered Person while under one of the following conditions, as follows:
    - 15.1 While under the influence of addictive substances or drugs of harmful nature to the extent of being incapable of controlling senses, or
    - 15.2 While under the influence of alcohol at a level of alcohol recorded while testing (or at time of testing) equivalent to a level of alcohol in blood from 150-mg.% or higher, or
    - 15.3 While under the influence of alcohol to the extent of being incapable of controlling senses if without testing or if it is not possible to test the level of alcohol in blood.
16. While the Covered Person is taking part in a brawl or taking part in inciting a brawl.
17. While the Covered Person is committing a felony or while being arrested or while escaping arrest.

18. While the Covered Person is racing of all kinds of vehicle or vessel, horse racing, ski playing or racing including jet ski, skate racing, boxing, parachute jumping (except parachute jumping for life-saving), boarding or alighting or traveling in a hot-air balloon or glider, bungee jumping, all diving activities which require the use of oxygen tanks and underwater respirator.
19. 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
20. While the Covered Person is operating or serving as a crewmember in any aircraft.
21. 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.
22. War, invasion, act of foreign enemies, hostilities or warlike operations whether war be declared or not or civil war, rebellion, insurrection, riots, strikes, civil commotions, military rising, military or usurped power, mutiny, martial law or any circumstances requiring the announcement or maintaining of martial law or terrorism.
23. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
24. The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
25. All kind of orthosis and prosthesis, e.g., stick, eye-glasses, intraocular lens, hearing aid, speech device, pacemaker, medical equipment or durable medical supplies, respirator, oxygen equipment, vital signs (pulse, blood pressure, temperature), all kinds of crutch, patient wheelchair, artificial organs such as artificial arms, artificial legs, artificial eyes, except heart valve, skull, hip joint and knee joints.

Section 4: Insuring Agreement

While this Policy is in force and subject to general terms and conditions and coverage under this Policy, if the Covered Person sustains injury from an accident or illness after the waiting period, which requires medical treatment, the Company will pay for the reasonable and customary charges according to the standards of medical practice up to the actual medical expenses but not exceeding the maximum limit as stated in the Schedule for this insuring agreement, as follows:

Insuring Agreement (Group)
Inpatient Hospitalization and Surgery

While this Policy is in force and subject to general terms and conditions and coverage under this Policy, if the Covered Person sustains injury from an accident or illness after the waiting period, which requires medical treatment as an inpatient in a hospital, a medical center or a clinic, the Company will pay expenses for the reasonable and customary charges according to medically necessary and medical standards up to the actual medical expenses subjected to amounts of deductible or co-payment (if any) but not exceeding the maximum limit as stated in each section and the maximum limit for injury or illness per visit and the annual aggregate limit as stated in the Schedule. This section provides as benefits, follows:

Additional Definitions

1. Intensive Care Unit	means	A section in a hospital which is designated as an intensive care unit by the hospital and which is maintained on a 24-hour service basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical service not available elsewhere in the hospital.
2. Surgery	means	Any invasive surgical intervention not otherwise excluded by the Policy.
3. Minor Surgery	means	The Covered Person who is admitted into a hospital for a minor surgical procedure as pre-planned, but not as an overnight patient as afore-defined in "Inpatient".

Insuring Agreement

While the Policy is in force and after the waiting period, if the Covered Person sustains injury from an accident or illness necessitating an examination and diagnosis by a physician recommending the admission in the hospital as an inpatient.

The Company will pay the eligible benefits as itemized up to the actual medical expenses incurred but not exceeding the maximum limit as stated in the Schedule, whichever the lesser.

1. Daily Hospital Room and Board and Intensive Care Unit

Charges for room accommodation, meals and general nursing services and charges incurred during confinement in the Intensive Care Unit of the hospital.

2. Hospital Miscellaneous Expenses, to include:

2.1 Prescription Drugs

Charges for prescribed drugs which are medically necessary and directly in connection for treatment, provided such drugs are listed in the Government Pharmaceutical Authority of Thailand's Medical Supply Index, but excluding charges for prescribed drugs for use beyond 15 (fifteen) days after the date of discharge of the Covered Person from the hospital.

2.2 Inpatient Diagnostic Procedure and Inpatient Physiotherapy

Charges for diagnostic procedures related directly to the inpatient treatment in the hospital provided that physical therapy was directed by a physician.

2.3 Emergency Ambulance Charges

Charges incurred for necessary domestic ambulance service to and/or from the hospital provided the Covered Person is admitted as an inpatient.

2.4 Consumables and Other Charges

Charges for medically necessary ancillary services and consumable items related directly to the treatment of the Covered Person who is admitted as an inpatient or for minor surgery.

2.5 Operating Theatre Charges

Charges related to the use of an operating theatre necessary for the surgery.

2.6 Anesthetist's Charges

Charges related to the anesthetic and anesthesia for the surgery.

2.7 Pre-Hospitalization Specialist's Consultation

Charges related to the consultation by a specialist as recommended by a physician due to illness or injury arising from the same cause within 30 (thirty) days before an inpatient treatment or minor surgery.

2.8 Pre-Hospitalization Diagnostic Service

Charges related to diagnostic procedures and laboratory examinations as recommended by a physician due to illness or injury within 30 (thirty) days before an inpatient treatment or minor surgery (but excluding for treatment at a clinic) provided that the Covered Person is admitted to a hospital for treatment or surgery after such laboratory examinations.

2.9 Post-Hospitalization Treatment

Charges incurred in follow-up treatments conducted by the same physician within 30 (thirty) days immediately after discharge from hospital. In case of rabies vaccination after animal bite and tetanus vaccination for prevention, the Company will pay for medical treatment incurred exceed 30 (thirty) days and not exceeding the sum insured as stated in the Schedule.

3. In-Hospital Physician's Visit

Fees charged by the physician for daily bedside visits to the Covered Person as an inpatient during confinement in a hospital.

4. Emergency Outpatient Treatment (Accident Only)

Emergency treatment of an injury which is performed at a hospital or a medical clinic within 24 (twenty-four) hours following an accident sustained by the Covered Person and charges for follow-up treatments maximum 30 (thirty) days as from date of accident.

In case of rabies vaccination after animal bite and tetanus vaccination for prevention, the Company will pay for medical treatment incurred exceed 30 (thirty) days and not exceeding the sum insured as stated in the Schedule.

5. Surgeon's Fees

Fees related to surgery by a surgeon including surgeon's visits to the Covered Person and postoperative care up to a maximum of 30 (thirty) days as from date of surgery.

6. Accidental Miscarriage

The medical expenses incurred for emergency treatment while the Covered Person is sustaining miscarriage within 24 (twenty-four) hours following an accident.

Exclusions (Specific to "Inpatient Hospitalization and Surgery" Insuring Agreement)

This Policy does not cover any claims directly or indirectly from:

1. Any illness occurs within the waiting period, except for accidental injuries.
2. Physical therapy, except for medical treatment as an inpatient in a hospital.
3. Any treatments in a medical facility which is not a hospital as referred to in the definition of "Hospital".
4. Any organ transplants including complications and treatment of kidney dialysis.
5. Special nurse service.
6. Any services not related to medical treatments e.g., expenses for telephone, television, radio, newspapers, extra meals for visiting guests, miscellaneous expenses and other similar items.
7. 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.
8. Any tests for eye refraction and hearing.
9. Cosmetic (aesthetic) or plastic surgery or treatment, or any treatments related to or needed due to previous cosmetic treatment. This exclusion does not apply to reconstructive surgery if it is carried out to restore function or appearance after an accident or following surgery for a medical condition (provided the accident or surgery occurred while the Covered Person is covered under this Policy), and it is done at a medically appropriate stage after the accident or surgery, and the costs of the treatment is duly approved by the Company in writing prior to the surgery.

Insuring Agreement
Outpatient Kidney Dialysis and Cancer Treatment

Additional Definitions

Cancer	means	**1. Non-Invasive Cancer / Carcinoma in Situ** The first developing stage of tumor or cell diagnosed and confirmed by a pathologist as cancer and has not spread beyond the layer of tissue (Basement Membrane) or not spread to surrounding tissue or other parts of the body including cancer or tumor, as follows: (1) Prostate Cancer, Thyroid Cancer or Urinary Bladder Cancer stage T1 N0 M0 as per TNM Classification. (2) Chronic Lymphocytic Leukemia less than RAI stage 3. (3) Melanoma (Malignant Melanoma), a serious type of Melanoma less than stage 2 as per Severity of Melanoma done by American Joint Committee on Cancer Classification. (4) Borderline malignant potential or low malignant potential, stage of dread disease or relevant definitions. Provided that there is no coverage for any kinds of skin cancer (except Melanoma, as above) and tumor which is diagnosed as pre-malignant lesion. NOTE: Some insurance companies may consider providing coverage for some of the excluded items. **2. Invasive Cancer** The developed stage of tumor or cell diagnosed and confirmed by a pathologist as cancer and has spread beyond the layer of tissue (Basement Membrane) or spread to surrounding tissue or other parts of the body including Leukemia, Lymphoma, Multiple Myeloma, and Choriocarcinoma, but this does not include: (1) Prostate Cancer, Thyroid Cancer or Urinary Bladder Cancer stage T1N0M0 as per TNM Classification. (2) Chronic Lymphocytic Leukemia less than RAI stage. (3) Non-invasive cancer, Carcinoma in Situ. (4) Any Skin Cancers, except Melanoma (Malignant Melanoma), stage 2 and above, as per Severity of Melanoma done by American Joint Committee on Cancer Classification. (5) Borderline malignant potential or low malignant potential. (6) Tumor which is diagnosed as pre-malignant lesion, such as CIN I CIN II CIN III. (7) Cancer in HIV patients. (8) Cancer which is recurring or spreading from other parts of the body and this cancer is developed for the first time before the commencement of the Policy or within 90 (ninety) days after the inception date of the Policy.
Kidney Dialysis	means	End-Stage Renal Disease with permanent loss of ability of both kidneys to function normally which requires dialysis treatment on a regular basis. The treatment must be under the supervision of a licensed kidney specialist.
Outpatient	means	A person who receives medical treatment as an outpatient or in the emergency room of a hospital or a medical center or a clinic which is not medically necessary by means of diagnosis and medical standard indication to be admitted as an inpatient.

Insuring Agreement

While this Policy is in force and after the 90 (ninety) days waiting period as from first inception date of the Policy, if the Covered Person has actually incurred expenses for treatments which require the use of equipment or tools for kidney dialysis or cancer treatment at a legally registered dialysis center or at a registered cancer treatment center.

The Company will pay for the actual expenses incurred but not exceeding the maximum eligible limit as stated in the Schedule, whichever the lesser, provided that such medical treatments must have already been approved in writing by the Company.

Condition **(Specific to "Outpatient Kidney Dialysis and Cancer Treatment" Insuring Agreement)**

"Waiting Period"

The Company will not pay any benefits if the Covered Person is sick due to cancer or kidney dialysis within 90 (ninety) days after the first inception date of this Policy.

Exclusions **(Specific to "Outpatient Kidney Dialysis and Cancer Treatment" Insuring Agreement)**

This Policy does not cover any claims directly or indirectly from:

1. The Company has discovered medical evidence indicating that cancer and kidney failure are pre-existing conditions.
2. Physical therapy.
3. Medical treatment is not carried out in a legally registered kidney dialysis center or a legally registered cancer treatment center.
4. The service or treatment rendered including pharmaceutical is not related to the illness.
5. Convalescent care including rest cure and rehabilitation, treatment by bed rest or for the purpose of hygiene.

Insuring Agreement
Outpatient Care (Outpatient Medical Expenses)

Additional Definitions

1. Outpatient	means	A person who receives medical treatment as an outpatient or in the emergency room of a hospital or a medical center or a clinic which does not require by means of diagnosis and medical standard indication to be admitted as an inpatient.
2. Clinic	means	The modern type clinic duly permitted by law to operate for medical treatment and diagnosis by the physician and without facilities for overnight patients.

Insuring Agreement

While this Policy is in force and after the waiting period, 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 Schedule, whichever the lesser.

Exclusions **(Specific to "Outpatient Care (Medical Expenses as an Outpatient)" Insuring Agreement)**

This Policy does not cover any claims directly or indirectly from:

1. Any illness happens within the waiting period
2. Physical therapy.
3. Treatment in a medical facility which is not a hospital as referred to in the definitions of "Hospital", "Medical Center" or "Clinic".
4. Any organ transplants, outpatient kidney dialysis and cancer treatment.

Insuring Agreement
Loss of Life, Dismemberment, Loss of Sight, Loss of Hearing, Loss of Speech or Permanent Disability (P.A. 2)

Additional Definitions

1. Dismemberment	means	The cutting off of wrist joint or ankle joint and shall also mean the total loss of usage of such members and there is clear medical indication that such members can no longer resume usage.
2. Loss of Sight	means	Complete blindness, which is permanently incurable.
3. 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 occupations totally and permanently.
4. Partial Permanent Disability	means	Disability to the extent of being unable to perform the normal duty in the Insured's regular occupation totally and permanently but able to perform other work for remuneration.

Insuring Agreement

This Policy covers loss or damage due to bodily injury of the Insured caused by an accident resulting in loss of life, dismemberment, loss of sight, loss of hearing, loss of speech, or permanent disability within 180 (a hundred and eighty) days from date of accident, or injury sustained by the Covered Person requiring continuous treatment as an inpatient in a hospital or medical center and loss of life occurs because of such injury at any time, the Company will pay compensation, as follows:

1.	100% of the sum insured	For loss of life
2.	100% of the sum insured	For total permanent disability and such disability must continue for not less than 12 months after the date of accident or there is clear medical indication confirming total permanent disability on the Insured.
3.	100% of the sum insured	For loss of both hands from the wrist joint or both feet from the ankle joint or loss of sight of both eyes.
4.	100% of the sum insured	For loss of one hand from the wrist joint and one foot from the ankle joint.
5.	100% of the sum insured	For loss of one hand from the wrist joint and loss of sight of one eye.
6.	100% of the sum insured	For loss of one foot from the ankle joint and loss of sight of one eye.
7.	60% of the sum insured	For loss of one hand from the wrist joint.
8.	60% of the sum insured	For loss of one foot from the ankle joint.
9.	60% of the sum insured	For loss of sight of one eye.
10.	50% of the sum insured	For loss of hearing both ears or deaf.
11.	15% of the sum insured	For loss of hearing one ear.
12.	25% of the sum insured	For loss of a thumb (two joints).
13.	10% of the sum insured	For loss of a thumb (one joint).
14.	10% of the sum insured	For loss of an index finger (three joints).
15.	8% of the sum insured	For loss of an index finger (two joints).
16.	4% of the sum insured	For loss of an index finger (one joint).
17.	5% of the sum insured	For loss of each finger (not less than two joints) other than a thumb and an index finger.
18.	5% of the sum insured	For loss of a great toe.
19.	1% of the sum insured	For loss of each toe (not less than one joint) other than a great toe.

The Company will pay only one item of loss which has the highest amount of compensation. In case of loss of fingers or toes permanently under item 12 to 19 which is not recoverable under item 1 to 9, the Company will pay compensation according to the actual loss under each item combined but not exceeding the sum insured as stated in the Schedule.

In case of partial permanent disability which is not recoverable under item 2 to 19 and not being loss of use pertinent to a loss of sense of taste or smell, the Company will pay compensation based on the opinion of the Company's physician but not exceeding 50% of the sum insured as stated in the Schedule.

Throughout the period of insurance, the Company will pay compensation in aggregate not exceeding the sum insured as stated in the Schedule. If the Company has not paid compensation to the full sum insured, the Company will continue to provide coverage only for the remaining sum insured until the expiry date of the Policy.

Section 5 Endorsement

While this Policy is in force and subject to general terms and conditions under this endorsement attached to the Policy, if the Covered Person sustains injury from an accident or sickness after the waiting period. which requires medical treatment, the Company will pay expenses for the reasonable and customary charges according to medically necessary and medical standard up to the actual medical expenses but not exceeding the maximum limit as stated in the Schedule in respect of this endorsement, as follows:

Extension Endorsement
Cremation or Funeral expenses in case loss of life due to injury or illness

Additional Definitions

1. Cremation or Funeral expenses	means	Related funeral expenses including coffin, burial or cremation and other necessary expenses thereof. The Company will pay the beneficiary following the death of the Covered Person from injury or illness.

Insuring Agreement

It is hereby agreed that during the effective period as stated in this endorsement while this Policy is in force and after the waiting period, this Policy is extended to provide cremation or funeral expenses in case loss of life due to injury or illness while this endorsement is in force. The Company will pay Cremation or Funeral expenses for funeral expenses or incurred expenses related to funeral ceremonies to the beneficiary subject to the sum insured as stated in the Schedule but not exceeding Baht 50,000.- provided that it is the actual expenses incurred and is currently reasonable and customary.

Condition (Specific to "Cremation or Funeral expenses in case loss of life due to injury or illness" Endorsement)

1. This endorsement has a waiting period of 180 (a hundred and eighty) days after the first inception date of this endorsement, if the Covered Person shall die due to illness within 180 (a hundred and eighty) days as from the first inception date of this endorsement, there will be no benefit for funeral expenses or incurred expenses related to funeral ceremonies under this endorsement but the Company will refund all premium applicable to this endorsement, with no deduction of expenditure, to the beneficiary.
2. If the Policyholder renews this endorsement within 30 (thirty) days from the expiry date, the Covered Person will be continuously covered for funeral expenses or incurred expenses related to funeral ceremonies in case of death. But if the Policyholder renews this endorsement after 30 (thirty) days from the expiry date, the counting of waiting period will be re-started in respect of the cremation or funeral expenses in case loss of life due to injury or illnes extension if the Covered Person shall die due to illness.

Claims Procedures for Cremation or Funeral expenses

The Policyholder or the beneficiary must submit the following evidence to the Company within 30 (thirty) days as from the date of the Covered Person's death at the beneficiary's own expenses:

1. The death certificate.
2. The physician's report (in case loss of life due to illness).
3. A copy of autopsy report certified by local police in charge or concerned agency issuing the report (in case loss of life due to injury).
4. A copy of police report certified by local police in charge (in case loss of life due to injury).
5. A copy of the Covered Person's ID card and house registration duly stamped "death" on it.
6. A copy of the beneficiary's ID card and house registration.

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.

บริษัท แอกซ่าประกันภัย จำกัด (มหาชน)
AXA Insurance Public Company Limited

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