

**Cancer and Personal Accident Insurance Policy for Group**

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

**SECTION I : DEFINITIONS**

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

<b>Policy</b>	means	Schedule of Policy, terms and conditions, insuring agreements, exclusions, addendum, insurance certificate, endorsements and executive summary, which form part of this insurance contract.
<b>The Company</b>	means	MSIG Insurance (Thailand) Public Company Limited
<b>The Policyholder</b>	means	Person, juristic person or organization specified as Policyholder in the Schedule of Policy who arranges the insurance for the benefits of the Insured(s).
<b>The Insured</b>	means	The person(s) named as the Insured in the Schedule of Policy and/or Insurance Certificate who are insured by this Policy.
<b>Physician</b>	means	A person who graduated with a degree in medicine and is registered with the Medical Council and is licensed to practice medicine and perform procedures in the locality.
<b>Nurse</b>	means	A person legally licensed to perform nursing duties.
<b>Hospital</b>	means	Medical facility which provides medical services and is capable of admitting patient for overnight stay and having adequate facility and number of personnel and a comprehensive range of services especially operation room and is licensed and registered to operate as a Hospital in accordance with the laws of the locality.
<b>Medical Facility</b>	means	Medical facility which provides medical services and is capable of admitting patient for overnight stay and is licensed and registered to operate as a Medical Facility in accordance with the laws of the locality.
<b>Clinic</b>	means	Modern medicine facility which is legally licensed to be operated by a physician to provide medical care, disease diagnosis but is not capable of admitting a patient for overnight stay.
<b>Medical Standard</b>	means	Universal rules or practices of modern medicine which are basis for treatment scheme suitable for the patient per medical necessity and corresponding with conclusion drawn from injury or sickness records, examination findings, autopsy results or other records (if any).
<b>Medical Necessity</b>	means	Medical services provided subject to the following conditions: 1) Must be related to the disease diagnosis and treatment is provided according to the condition of the injury of the patient; 2) Must have clear medical indications in accordance with the modern medicine practices; 3) Must not be solely for the convenience of the patient or family of the patient or of the medical service provider and 4) Must be medical service in accordance with appropriate patient care standard as necessary for the condition of injury of the patient.
<b>In-Patient</b>	means	A person who needs to be admitted for medical treatment in a Hospital or Medical Facility for a period of not less than six (6) consecutive hours providing such person is registered as an In-patient and receiving diagnosis and advice of a physician based on indications per medical standards and for a duration that is suitable for the treatment of injury or sickness. This includes in the event when the person is admitted as an In-patient and suffers loss of life before the six (6) hours completes.
<b>AIDS</b>	means	Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). This also refers to opportunistic infections, malignant neoplasms, or infections or illnesses indicated by blood test as positive for HIV. Opportunistic infections shall also include pneumocystis carinii pneumonia, organism or chronic enteritis, virus and/or disseminated fungi infection. Malignant neoplasm shall include and not limited to kaposi's sarcoma, central nervous system lymphoma, and/or other dread diseases presently known as symptoms of AIDS or which cause sudden loss of life or sickness or disability. Acquired Immune Deficiency Syndrome (AIDS) shall also include Human Immuno-deficiency Virus (HIV), encephalopathy dementia, and viral epidemics.

**SECTION II : GENERAL CONDITIONS****1. Insurance Contract**

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

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

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

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

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

**3. Notification and Claim**

The Policyholder, the Insured, the Beneficiary or their representative as the case may be must inform the Company without delay of any injury sustained or sickness due to Cancer which may give rise to a claim for compensation under this Policy. In case of loss of life, the Company must be notified immediately unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

In filing a claim, the Policyholder, the Insured, the Beneficiary or their representative as the case may be must submit to the Company all evidence required by the Company at their own expense.

**4. Examination Rights**

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

In case the Insured does not give consent to the Company to examine medical and diagnosis history of the Insured for the consideration of payment of claim compensation, then the Company can deny insurance coverage for the Insured.

**5. Claim Indemnification**

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

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

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

**6. Beneficiary under this Insurance Policy**

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

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

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

7. **Premium Payment and Commencement of Coverage**

The Policyholder and/or the Insured may choose premium payment options as agreed with the Company and as stated in the Schedule as follows:

7.1 Premium Payment on Annual Basis

7.1.1 First year premium shall be due and be paid by the Policyholder or the Insured immediately on or before the commencement of insurance coverage and the insurance coverage shall come into effect on the Policy inception date as stated in the Schedule and/or Insurance Certificate.

7.1.2 Renewal year premium shall be paid by the Policyholder and/or the Insured within the thirty (30) day grace period as from the expiry date of the previous year policy as stated in the Schedule. If the Policyholder and/or the Insured pays premium within such 30 days then it is deemed the insurance coverage under this Policy in the renewal year is continuous from previous year and the Company shall not raise the conditions of Pre-Existing Conditions and Waiting Period to start over again under the Insuring Agreement(s) of Cancer Insurance.

If there is a claim for compensation during the grace period, it is deemed this Policy shall continue to cover for the renewal year and the Company shall deduct the renewal year premium due to be paid by the Policyholder and/or the Insured from the claim compensation payable under this Policy and shall pay the balance to the Insured or the Beneficiary.

7.1.3 If the Policyholder and/or the Insured does not pay premium for the renewal year within the required period, then it is deemed that insurance coverage under this Policy shall cease from the policy expiry date as stated in the Schedule and the Company is not required to send a written notice of cancellation to the Policyholder and/or the Insured.

7.2 Premium Payment on.....Monthly basis as specified in the Schedule

7.2.1 Premium for 1<sup>st</sup> installment shall be due and payment made by the Policyholder and/or the Insured immediately on or before the commencement of insurance coverage and the insurance coverage shall come into effect on the Policy inception date as stated in the Schedule.

7.2.2 For subsequent premium instalments, the Policyholder and/or the Insured shall make payment within the thirty (30) day grace period as from the premium payment due date. If the Policyholder and/or the Insured pays premium within such 30 days, then it is deemed the insurance coverage under this Policy is continuous from previous instalment and the Company shall not raise the conditions of Pre-existing Condition and Waiting Period to start over again under the Insuring Agreement(s) of Cancer Insurance.

If there is a claim for compensation during the grace period, it is deemed this Policy shall continue to cover for the renewal year and the Company shall deduct the renewal year premium due to be paid by the Policyholder and/or the Insured from the claim compensation payable under this Policy and shall pay the balance to the Insured or the Beneficiary.

7.2.3 If the Policyholder and/or the Insured does not pay premium for the renewal year within the required period, then it is deemed that insurance coverage under this Policy shall cease from the last day of coverage affordable by the premium already paid and the Company is not required to send a written notice of cancellation to the Policyholder and/or the Insured.

8. **Renewal of Insurance Policy**

This Policy is renewable subject to the consideration of the Company as follows:

8.1 In the event the Company agrees to renew the Policy and the Policyholder and/or the Insured has paid premium as required under the General Conditions pertaining to Payment of Premium and Commencement of Coverage by means as agreed between the Policyholder and/or the Insured and the Company, then it is deemed the original Policy shall be a valid evidence of insurance coverage and if the Policyholder and/or the Insured makes premium payment properly on every instalment, insurance coverage shall be continuous. Nonetheless, the Company shall reserve the rights to:

8.1.1 adjust premium as appropriate in accordance with the increase in risk and age of the Insured, and

8.1.2 change the conditions of insurance acceptance, conditions of the Insuring Agreements of the Renewal Policy as necessary and the Company shall inform the Policyholder and/or the Insured of the significant changes to the Policy.

8.2 In the event the Policy is renewed and the Insured has made premium payment within the thirty (30) day grace period, the Company shall not raise the conditions of Pre-existing Condition, Waiting Period, and No Contest or No Dispute on the Incompleteness of the Insurance Contract to start over again. If the Policyholder and/or the Insured does not make premium payment within the grace period, it is deemed that the coverage under this Policy shall cease to be in effect from the last premium payment due date. In case there is a claim for compensation lodged during the grace period and the Policyholder and/or the Insured has not yet paid the premium due, then the Company shall deduct the amount of the premium due from the claim compensation payable under this Policy.

9. **Automatic Cessation of Insurance Contract**

The insurance coverage under this Policy shall cease to be in effect upon the happening of one of the following events whichever comes first:

9.1 When the Policyholder and/or the Insured has not paid premium as required under the General Conditions pertaining to Payment of Premium and Commencement of Coverage.

9.2 At the Policy Expiry Date as stated in the Schedule and/or in the Policy in the year the Insured reaches the age of .....years old.

9.3 When the Insured is incarcerated in a prison or detention center and the Company shall refund the paid premium to the Policyholder or the Insured after deducting a rateable proportion of the premium for the time the Policy has been in force.

9.4 If the Insured suffers loss of life from a cause not covered by this Policy and the Company shall refund the paid premium to the Policyholder and/or the Beneficiary after deducting a rateable proportion of the premium for the time the Policy has been in force.

- 9.5 The first discovery or known symptoms of cancer of any kinds within the ninety (90) day Waiting Period from the first Policy inception date in which case the Company shall refund all premium paid for such Insured to the Policyholder and/or the Insured.
- 9.6 Each of the coverages under this Policy shall cease to be in effect when the Company has paid claim compensation up to the maximum sum insured as stated in the Schedule and the Company shall continue to provide insurance cover only for those coverages under which there remains a balance in the sum insured.
- 9.7 This Policy and all insurance coverages under this Policy shall cease to be in effect at 24:00 hrs. Thailand time on the Policy expiry date.

## 10. Cancellation of Insurance Policy

### 10.1 In case of Annual Premium

- 10.1.1 The Company may terminate this Policy by giving written notice not less than fifteen (15) days by registered mail to the Policyholder and/or the Insured at the latest address informed to the Company if there is clear evidence to the Company that the Policyholder and/or the Insured acts in dishonesty to gain benefit from this Policy. In such case the Company shall refund premium to the Policyholder and/or the Insured after deducting a rateable proportion of the premium for the time the Policy has been in force; Provided the Company shall not be liable for any claim for compensation arising from such act.
- 10.1.2 The Policyholder and/or the Insured may terminate this Policy by giving a written notice to the Company and the Policyholder and/or the Insured is entitled to a premium refund after deducting premium for the time this Policy has been in force per the short-term premium rate as shown in the table below:

Short-Term Premium Rate Table

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

Cancellation of Policy under this condition by either party shall be cancellation of whole insurance policy only and not applicable for cancellation of only any one of the Insuring Agreements during a Policy Year.

Subject to the Company shall not refund premium for any Insuring Agreements under which claim compensation has already been paid up to the maximum amount of sum insured as specified in the Schedule.

### 10.2 In case of \_\_\_-monthly premium

- 10.2.1 The Company may terminate this Policy by giving written notice not less than fifteen (15) days by registered mail to the Policyholder and/or the Insured at the latest address informed to the Company if there is clear evidence to the Company that the Insured acts in dishonesty for self or others to gain benefit from this Policy. In such case the Company shall refund premium to the Policyholder and/or the Insured after deducting a rateable proportion of the premium for the time the Policy has been in force. But in case of 1-monthly premium, the Policy shall be automatically terminated on the last day of insurance coverage affordable by the premium already paid and the Company shall not refund any premium to the Policyholder and/or the Insured.  
 Provided the Company shall not be liable for any claim for compensation arising from such act.
- 10.2.2 The Policyholder and/or the Insured may terminate this Policy by giving a written notice to the Company and the Policyholder and/or the Insured is entitled to a premium refund after deducting a rateable proportion of the premium for the time the Policy has been in force. But in case of 1-monthly premium, the Policy shall be automatically terminated on the last day of insurance coverage affordable by the premium already paid and the Company shall not refund any premium to the Policyholder and/or the Insured.

Subject to the Company shall not refund premium for any Insuring Agreements under which claim compensation has already been paid up to the maximum amount of sum insured as specified in the Schedule.

**11. Coverage Benefits in Case of Increase or Reduction in the Number of Insureds during Policy Year.**

In case the Policyholder reports an increase or a reduction in the number and list of Insureds during the Policy Year, the Company shall adjust premium proportionately according to the coverage duration already covered or the coverage duration remaining to be covered.

**12. Arbitration**

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

**13. Limitation in Insurance Acceptance**

The Insured is entitled to purchase this Cancer and Personal Accident Insurance Policy not more than.....policies. If the Insured purchases more than ..... policies and despite the Company having issued the policy documents to the Insured, the Insured shall have the right to claim for benefits specified in the first ..... policies only and it is deemed that the insurance effected afterward is invalid. The Company shall refund premium in full for the policies that are deemed invalid.

Nonetheless, the Company shall not apply this condition to deny liability for the insurance effected afterwards which has already been in effect for more than 90 days as from the effective date of the Policy.

**14. Precondition**

The Company shall be liable for claims under this Policy only when the Policyholder, the Insured, the Beneficiary or their representative as the case may be duly observes and fulfills the terms and conditions of the Insurance Policy.

**SECTION III: GENERAL EXCLUSIONS**

The insurance under this Policy does not cover and does not pay compensation for the following:

1. Any loss or damage arising from or due to causes as follows:

- 1.1. War, invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not, civil war which shall mean a war between people of the same nation, insurrection, rebellion, riot and strike, civil commotion, revolution, military or usurped power, declaration of martial law or any events leading to the declaration or maintenance of martial law.
- 1.2. Terrorism.
- 1.3. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and any process of self-sustaining of nuclear fission or fusion;
- 1.4. The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.
- 1.5. Disposal, disperse, release, seepage, removal, leakage, contamination or explosions of hazardous biological, biochemical or chemical materials, gases or substances either directly or indirectly.
- 1.6. Nuclear, chemical, biological, biochemical, radioactive or electromagnetic weapons of any kinds.

**COVERAGE SECTION**

**Cancer Insurance**

**1. Additional Definitions**

<b>Cancer</b>	means	<b>Non-invasive Cancer and/or Invasive Cancer</b>
<b>Non-Invasive Cancer/ Carcinoma in Situ</b>	means	First occurrence of tumor or cell confirmed by a pathological examination as Cancer and has not yet invaded beyond the basement membrane or not yet spread to other tissues or other organs <b>and including</b> Cancer or tumor of the following: <ol style="list-style-type: none"> <li>Prostate Cancer, Thyroid Cancer or Urinary Bladder Cancer of T1 N0 M0 stage per TNM Classification.</li> <li>Chronic Lymphocytic Leukemia (CLL) of less than Stage III of RAI staging system.</li> <li>Melanoma (Malignant Melanoma) of less than Stage II per classification on Melanoma stages defined by the American Joint Committee on Cancer Classification.</li> <li>Borderline Tumor or Low Malignant Potential (LMP).</li> </ol> <b>But not including</b> any type of skin cancer (except Melanoma as stated above) and Pre-malignant lesion.
<b>Invasive Cancer</b>	means	Occurrence of tumor or cell confirmed by a pathological examination as Cancer and has invaded beyond the basement membrane or spread to other tissues or other organs, including Leukemia, Lymphoma, Multiple Myeloma, Gestational Trophoblastic Disease <b>but not including</b> : <ol style="list-style-type: none"> <li>Prostate Cancer, Thyroid Cancer or Urinary Bladder Cancer of T1 N0 M0 stage per TNM Classification.</li> <li>Chronic Lymphocytic Leukemia (CLL) of less than Stage III of RAI staging system.</li> <li>Non-invasive Cancer, Carcinoma in Situ.</li> <li>Any type of skin cancer except Malignant Melanoma from Stage II per classification on Melanoma stages defined by the American Joint Committee on Cancer Classification.</li> <li>Borderline Tumor or Low Malignant Potential (LMP).</li> <li>Pre-malignant lesions such as CIN I, CIN II, CIN III.</li> <li>Cancer in HIV-positive patients.</li> <li>Recurrent Cancer or Cancer that spreads from other organs and such Cancer first occurred before this Policy comes into effect or within ninety (90) days after the policy inception date.</li> </ol>
<b>Disease Diagnosis</b>	means	A definite diagnosis by a physician and/or a pathologist who has a license to practice medicine and based on the patient's records, physical examination, x-ray and other disease examinations which may include examination by a microscope or by examining the microanatomy of cells and the date of diagnosis is clearly stated.
<b>Pre-Existing Condition</b>	means	One of the following descriptions: <ol style="list-style-type: none"> <li>Any type of Cancer that has been diagnosed before the inception date of the first-year policy;</li> <li>Symptoms or abnormalities as a result of any type of Cancer which appear before the inception date of the first-year policy and which show sufficient indications for a general person to see a physician to seek diagnosis, care or treatment.</li> </ol>
<b>Waiting Period</b>	means	The period of time that the Insured is not covered by this Policy and shall be the basis for the Company to deny claim compensation.

**2. Additional Conditions (applicable to Coverage Section of Cancer Insurance only)**

**2.1 Disease Diagnosis**

The diagnosis of Cancer must be performed by a physician and/or a pathologist who has a license to practice medicine and principally shall be diagnosis by examination of live tissue using a microscope and the physician and/or the pathologist performing the diagnosis shall adhere to the principles of diagnosis and examination defined for Cancer treatment after having examined and studied the structure of the microanatomy of cells, tissues or suspect samples.

In the event the physician is of the opinion that examination of tissue cannot be performed due to side effect which may threaten the life of the Insured by such examination or there is a more appropriate diagnosis method then the Company reserves the right to examine the pathological evidence by a physician appointed by the Company at the Company's expense.

The diagnosis and treatment of Cancer eligible to claim for compensation under this Policy must occur and be performed in a Hospital or Medical Facility in Thailand only.

### **3. Additional Exclusions (applicable to Coverage Section of Cancer Insurance Only)**

This Policy will not pay benefit under this Insuring Agreement if the Insured is diagnosed with Cancer as a result of a cause or during the time period as follows:

- 3.1 The Insured is diagnosed with Cancer before the inception date of the first year Policy regardless of having been already cured or not (Pre-existing Condition).
- 3.2 Signs or symptoms of cancer or abnormalities related to cancer of any categories or types that are shown or known during the Waiting Period of 90 days from the date this Policy comes into effect in the first year.
- 3.3 Cancer occurring in organs where the Insured has previously had a disease or still has the symptoms of the disease and is not yet cured prior to the purchase of this insurance as follows:
  - 3.3.1 Hepatitis Type B & C (including carrier and non-carrier types), cirrhosis, chronic hepatitis, alcoholism.
  - 3.3.2 Chronic pneumonitis, pulmonary emphysema, chronic obstructive pulmonary disease.
  - 3.3.3 Inflammatory bowel disease.
  - 3.3.4 Chronic cervicitis or chronic vaginitis.
- 3.4 Cancer occurring in organ where the Insured has previously had a tumor, lump, growth or cyst and has not yet been operated or has already been treated by an operation but less than 2 years prior to the date this Policy comes into effect in the first year. However, if the Insured has already been covered under this Policy for 2 consecutive years and is first-time diagnosed with cancer after such period, the Company shall not apply this exclusion.
- 3.5 Cancer that is caused by HIV, Kaposi's Sarcoma and AIDS-related cancer.

### **4. Insuring Agreements**

Under the terms, general conditions, exclusions, insuring agreements, exclusions and endorsements of this Insurance Policy and in consideration of the Policyholder and/or the Insured having paid to the Company the premium due, the Company agrees to provide insurance cover as per the following Insuring Agreements:

**Insuring Agreement of Cancer Specific to Female**

It is agreed that during the in-force period of this Policy and after the Waiting Period of ninety (90) days from the inception date of the first year Policy, if the Insured is first-time diagnosed with Cancer specific to Female as follows:

- Breast Cancer
- Ovarian Cancer
- Uterine Cancer
- Cervix Cancer
- Fallopian Cancer
- Vaginal Cancer
- Vulvar Cancer

Then the Company shall pay compensation as per sum insured specified in the Schedule and/or Insurance Certificate to the Insured, the Beneficiary or the Insured's Estate as the case may be and it is deemed that Coverage Section of Cancer Insurance shall automatically cease to be in effect but such shall not diminish the right of the Insured to be covered under any other endorsement (if any).

The Company shall pay compensation for only one type of Cancer and the diagnosis of Cancer Specific to Female must be performed in accordance with the General Conditions and Additional Conditions (applicable to Coverage Section of Cancer Insurance only) pertaining to Disease Diagnosis.

**COVERAGE SECTION**

**Personal Accident Insurance**

**1. Additional Definitions**

<b>Accident</b>	means	An event which happens suddenly from external means and giving rise to a result which is not intended or anticipated by the Insured.
<b>Injury</b>	means	Bodily injury which is caused directly by an accident and is independent from other causes.
<b>Loss or Damage</b>	means	Bodily injury sustained by the Insured due to accident and resulting in loss of life, dismemberment or loss of sight, or disability or injury or any loss or damage as defined in the Insuring Agreement.
<b>Necessary and Reasonable Expenses</b>	means	Medical expense and/or any other expenses that are reasonable which a Hospital or Medical Facility or Clinic may charge a general patient of the Hospital or Medical Facility or Clinic for treatment received by the Insured.
<b>Terrorism</b>	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.

**2. Additional Exclusions (applicable to Coverage Section of Personal Accident Insurance only)**

**2.1 Loss or damage arising from or due to causes as follows:-**

- 2.1.1 Actions of the Insured while under the influence of alcohol or addictive substances or drugs of harmful nature to the extent of being incapable of controlling senses.  
The definition of "under the influence of alcohol" is a level of alcohol recorded from a blood test of 150-mg.% or higher;
- 2.1.2 Suicide or attempt at suicide or self-inflicted injury.
- 2.1.3 Infections or parasites except infections, tetanus, or rabies from a wound suffered as a result of an accident.
- 2.1.4 Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this Policy and occurring within the period specified in this Policy.
- 2.1.5 Miscarriage or abortion.
- 2.1.6 Dental care root canal treatment except treatments administered within 7 days from the date of accident.
- 2.1.7 Replacement or new sets of dentures, dental crown or prosthodontics.
- 2.1.8 Food poisoning.
- 2.1.9 Backache as a result of Disc Herniation, Spondylolisthesis, Degenerative Disc Disease, Spondylosis or Pars Interarticularis Defect (Spondylolysis) except there is a fracture or dislocation of spinal cord as a result of an accident.

**2.2 Loss or damage occurring during the time as follows (except in case of coverage extension with an endorsement issued for such extension):-**

- 2.2.1 While the Insured is engaging in all types of motor or car racing or boat racing, horse racing, skiing including jet-ski, skating, boxing and parachute jumping (except parachute jumping to save life), while boarding or alighting or travelling in a hot-air balloon or gliders, bungee jumping, diving activities which requires the use of oxygen tanks and underwater breathing apparatus.
- 2.2.2 While the Insured is riding or traveling on a motorcycle.
- 2.2.3 While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline.
- 2.2.4 While operating or serving as crewmember in any aircraft.
- 2.2.5 While the Insured is engaging in brawl or having part in inciting a brawl.
- 2.2.6 While the Insured is in the course of committing a felony or while under arrest by or escaping arrest.
- 2.2.7 While the Insured is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression. But if the duration of such duties is longer than 30 days then the Company shall refund premium for the period starting from the first date of duties until the end of duties and thereafter the Policy shall continue to cover up to the expiry date of the insurance as stated in the Policy Schedule.

**3 Insuring Agreement**

This Policy shall provide coverage for loss or damage from accident specifically for the Insuring Agreement(s) attached to this Coverage Section and for which a sum insured is specified in the Schedule only.

**INSURING AGREEMENT**

**Loss of Life, Dismemberment, Loss of Sight or Total Permanent Disability (PA 1)**

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

<b>Dismemberment</b>	means	The cutting off of wrist joint or ankle joint and shall also mean the loss of total usage of such members and there is clear medical indication that such members can no longer resume normal usage.
<b>Loss of Sight</b>	means	Complete blindness which is permanently incurable.
<b>Total Permanent Disability</b>	means	<p>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 or being unable to perform 3 or more activities of daily living by oneself.</p> <p>Activities of daily living shall mean the ability to perform 6 types of activities of daily living which are the medical criteria used for the assessment of patient's inability in performing such activities, as follows:</p> <ol style="list-style-type: none"> <li>1) Ability to mobilize: such as the ability to move from a chair to the bed, and vice versa, by oneself without assistance from others or aiding equipment.</li> <li>2) Ability to walk or move: such as ability to walk or move from one room to another by oneself without assistance from others or aiding equipment.</li> <li>3) Ability to get dressed: such as to put on or to take off clothes by oneself without assistance from others or aiding equipment.</li> <li>4) Ability to wash oneself: such as ability take a bath including going in and out of the bathroom by oneself without assistance from others or aiding equipment.</li> <li>5) Ability to eat food: such as ability to eat food by oneself without assistance from others or aiding equipment.</li> <li>6) Ability in regard to excretion: such as ability to use toilet including going in and out by oneself without assistance from others or aiding equipment.</li> </ol>

**Coverage:**

This insurance provides cover for loss or damage arising from bodily injury sustained by the Insured from an accident and such has caused the Insured to suffer from loss of life, dismemberment, loss of sight or total permanent disability within 180 days from the date of the accident or the injury has caused the Insured to receive continuous medical treatment as an in-patient in a hospital or medical facility and loss of life occurs later because of such injury. The Company shall pay compensation as follows:

1	100% of the sum insured	for loss of life
2	100% of the sum insured	for total permanent disability and such disability must continue for not less than twelve (12) months after the accident or if there is a clear medical indication that the Insured suffers total permanent disability.
3	100% of the sum insured	for loss of both hands from the wrist joint or both feet from the ankle joint, or loss of sight for both eyes.
4	100% of the sum insured	for loss of one hand from the wrist joint and one foot from the ankle joint.
5	100% of the sum insured	for loss of one hand from the wrist joint and loss of sight in one eye.
6	100% of the sum insured	for loss of one foot from the ankle joint and loss of sight for in eye.
7	60% of the sum insured	for loss of one hand from the wrist joint.
8	60% of the sum insured	for loss of one foot from the ankle joint.
9	60% of the sum insured	for loss of sight in one eye.

The Company shall compensate only one item of loss which has the highest amount.

During the policy period, the Company shall pay compensation for claims occurred under this insuring agreement in total not exceeding the maximum sum insured specified in the Schedule of Policy. If the Company has not paid up to such maximum amount of the sum insured, the Company shall continue to provide cover in the remaining sum insured amount until the expiry of the policy period.

**Claim indemnification for Loss of Life Benefit**

The Policyholder or the Beneficiary, at their own expense, must submit the following documents to the Company within thirty (30) days from the date of loss of life of the Insured:

1. A Completed Claim Form of the Company.
2. A Death Certificate.
3. A copy of the autopsy report, certified by the Case Officer or issuing authority.
4. A copy of the police report, certified by the Case Officer.
5. A copy of the Identity Card and the House Registration of the Insured stating the Insured is "deceased".

6. A copy of the Identity Card and the House Registration of the Beneficiary.

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

**Claim Indemnification for Dismemberment or Loss of Sight or Total Permanent Disability**

The Policyholder, the Insured and/or the Beneficiary at their own expense must submit the following documents to the Company within thirty (30) days of the diagnosis by a physician that the Insured suffers from total permanent disability or dismemberment or loss of sight:

- 1) A Completed Claim Form of the Company.
- 2) A report of the Attending Physician certifying the Insured has suffered from total permanent disability or dismemberment or loss of sight.

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