



GROUP PERSONAL ACCIDENT MY PA POLICY

In reliance upon the statement made in the proposal for insurance which is considered a part of this insurance policy, and in consideration of the premium paid by the Insured, and subject to the general conditions, insuring agreements, exclusions and attached endorsements of this insurance policy, the Company agrees to the covered persons as follows

SECTION 1. 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.

1.1	POLICY	refers to	policy schedule, benefits schedule, insuring agreement, exclusions, conditions, specifications, endorsements, which are all regarded as being part of the contract.
1.2	COMPANY	refers to	the Company who issues this insurance policy.
1.3	INSURED	refers to	the person named as Insured in the policy schedule and/or the attachment.
1.4	POLICY HOLDER	refers to	person or organization specified as policy holder in the schedule of policy who arranges the insurance for the benefits of the Insured(s).
1.5	ACCIDENT	refers to	an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the covered person.
1.6	INJURY	refers to	bodily injury which is caused directly and solely from an accident and is independent from other causes while this policy is in force.
1.7	ANY LOSS OR INJURY	refers to	bodily injury suffered by the Insured as a result of an accident and which causes death,



			dismemberment, loss of sight, disability, or requires the Insured to be medically treated.
1.8	DEDUCTIBLE	refers to	the amount of loss which is first borne by the Insured.
1.9	PHYSICIAN	refers to	a person licensed to practice modern medicine with the Medical Council who can render medical treatment and surgery within the territory he/she is licensed.
1.10	NURSE	refers to	a person licensed to perform nursing duties with the nurse council.
1.11	HOSPITAL	refers to	a legally constituted institution which is open for medical treatment and can provide overnight accommodation to its patients including major surgery facility.
1.12	MEDICAL FACILITY	refers to	a legally constituted medical facility which is open for medical treatment and can provide overnight accommodation to its patients.
1.13	CLINIC	refers to	a legally constituted clinic which is open for medical treatment without overnight accommodation.
1.14	STANDARD OF MEDICAL PRACTICE	refers to	medical practice which is accordance to the generally accepted standards, according to the medical necessity, and considered appropriate for treating the patient's illness, injury or for an autopsy (if any).
1.15	CUSTOMARY AND REASONABLE MEDICAL CHARGES	refers to	the charge for health care that is consistent with the average rate or charge for identical or similar services in the hospital, medical facility, or clinic the covered person receives treatment.



1.16	MEDICAL NECESSITY	refers to	medical treatment which meets the following conditions: 1) in accordance with the diagnosis, and treatment for such illness or injury; 2) in accordance with medical indication of modern medicine; 3) not primarily for the convenience of the patient or his/her family, physician; and 4) in accordance with generally accepted standard to care for the patients, and considered appropriate for the treating patient's illness or injury.
1.17	POLICY YEAR	refers to	a period of one year from the first inception date and the subsequent annual anniversary thereafter.
1.18	TERRORISM	refers to	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

SECTION 2 GENERAL CONDITIONS

2.1 Insurance Agreement

This insurance agreement is based upon the information provided by the policy holder or the applicant in the form requesting insurance coverage, and the status of the health questionnaire signed by the policy holder or the applicant for the purpose of obtaining insurance coverage.



In the event that the policy holder or an applicant misrepresents or omits to inform the company of any relevant facts, the company when aware of the true situation, may decide to increase the premium level or void the policy as per clause 865 of the Civil and Commercial Code.

The Company cannot deny acceptance of responsibility except where there has been material misrepresentation in the aforementioned documents submitted by the policy holder or the applicant.

2.2 Completeness of the contract and changes in the Insurance Policy

This Insurance Policy together with the Insuring Agreements and Endorsements are forming part of the insurance contract. Any changes of wordings in the contract must be approved by the Company and noted in the Insurance Policy or Endorsement before such changes shall be valid.

2.3 Report of Accident

The policy holder, The Insured, the beneficiary or the representative of the said person, whichever the case may be, must report the accident to the Company without delay. In the event of death, an immediate notice must be made to the Company unless it can be proved that the circumstances make it impossible to do so and the notification is given to the Company as early as possible.

2.4 Proof of Loss

In claiming for compensation, the policy holder, the Insured, the beneficiary or the representative of the said person, whichever the case may be, must furnish all necessary evidences as required at his own expense to the Company.

For death or disability claims, the evidence stated above must be given to the Company within 30 days from the date of death or the commencement of the disability. For other types of compensation, the evidence must be furnished within 180 days from the date of accident. Nevertheless, non-compliance within the specified time shall not jeopardize the right to claim if it can be proved that there is reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible.



2.5 Examination Rights

The Company has the right to medically examine the covered person who is claiming benefit under this policy and has the right to conduct an autopsy, within the limits of the law, in case of death, and the expense incurred will be paid by the Company.

2.6 Indemnification

The compensation shall be paid by the Company within 15 days after receipt of complete and proper proof of loss. Compensation for death will be paid to the beneficiary while other types of compensation will be paid to the Insured.

In the event the Company wishes to investigate a claim for compensation under Insuring Agreement, the time so specified may be extended if necessary but in no event shall this total period be more than 90 days after all documents received by the Company.

If the Company cannot settle the claim within the specified time limit, the Company is liable to pay the interest at 15 percent per annum of the amount due, calculated from the due date of the compensation.

2.7 Beneficiary

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

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

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

2.8 Change of Occupation



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

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

2.9 Benefit coverage Increase / decrease number of insured persons during the policy year

In case the policyholder informs the number and list of insured persons increase / decrease during the policy year. The Company will adjust the premiums in proportion to the period of coverage or proportion of remaining coverage periods.

2.10 Cancellation

2.10.1 The Company may cancel this Insurance Policy by giving written not less than 15 days in advance by registered mail to the policy holder or the Insured at the last known address as declared to the Company. In such event, the Company shall refund the premium to the policy holder or the Insured on a pro-rata basis.

2.10.2 The policy holder or the Insured may cancel this Insurance Policy by giving written notice to the Company and shall be entitled to receive a refunded premium after deducting premium for the period that the policy has been in force according to the Short Period Schedule.

Short Period Schedule



Period (not over/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

2.11 Automatic Termination of the Contract

This Insurance Policy shall be automatically terminated should the Insured be imprisoned by lawful Authority, for which the premium shall be returned to the policy holder or the Insured on a pro-rata basis.

2.12 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 claim by use of arbitration, the Company must conform and allow the case to be judged by arbitration according to the Arbitrating Regulation governed by the Department of Insurance.

2.13 Precedent Condition



The Company shall not be liable to compensate the Insured or other party under this insurance policy unless the policy holder or the Insured has complied with the insurance contract and the Conditions of this Policy.

SECTION 3 GENERAL EXCLUSIONS

EXCLUSIONS

This insurance does not cover

3.1 Any Loss or Injury arising from/ or in consequence of the following causes:

- 3.1.1. Action of the Insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind
The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150mg percent and over
- 3.1.2. Suicide or attempted suicide or self-inflicted injury.
- 3.1.3. Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.
- 3.1.4. Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this Insurance Policy and occurring within the period of this Insurance Policy.
- 3.1.5. Miscarriage and abortion
- 3.1.6. Dental care or root canal treatment except dental treatment which is given within 7 days from the date of accident
- 3.1.7. Replacement of or new sets of dentures, Dental Crowns, Artificial denture
- 3.1.8. Food Poisoning
- 3.1.9. Backache as a result of Disc herniation, Spondylolisthesis, Degenerative disc disease, Spondylosis, Defect or Pars interarticularis (Spondylolysis) except if there is a fracture or dislocation of spinal cord as a result of an accident
- 3.1.10. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike
- 3.1.11. Terrorism
- 3.1.12. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 3.1.13. The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.

3.2 Loss or injury which occurs (except the extended cover and issued endorsement for extended cover):-



- 3.2.1. While the Insured is racing of all kinds of car or boat, horse racing, ski racing including jet-ski, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, or diving with oxygen tank and breathing equipment under water.
- 3.2.2. While the Insured is riding or traveling on a motorcycle
- 3.2.3. While the Insured is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft
- 3.2.4. While the Insured pilots or works as a crew in any aircraft
- 3.2.5. While the Insured is taking part in a brawl or taking part in inciting a brawl.
- 3.2.6. While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest
- 3.2.7. While the Insured serves as a soldier, police, or a volunteer and participates in war or crime suppression. If the time served is more than 30 days, the Company shall refund the premium from the date of service until such service is ended. After such time, the Insurance shall become effective again until the expiry date on the Schedule.

SECTION 4. INSURING AGREEMENT

Subject to the General Conditions, Insuring Agreements, Exclusions, and attached Endorsements of this insurance policy, the Company affords coverage in consideration for the premium paid as attached.



INSURING AGREEMENT

LOSS OF LIFE, DISMEMBERMENT, LOSS OF SIGHT OR PERMANENT DISABILITY

(Or Bor 1)

DEFINITION:

“Dismemberment”	refers to	the loss of body organ from the wrist joint or the ankle joint, and also the loss of use of that organ, which according to the medical indication, will never be able to function at any time in the future.
“Loss of sight”	refers to	complete blindness, which is permanently incurable.
“Total Permanent Disability”	refers to	disability to the extent of being unable to perform the normal duty in the covered person’s regular occupation or any other occupation totally and permanently.

COVERAGE:

This insurance covers any losses or injuries to the Insured arising from bodily injury, which is caused by an accident, resulting to loss of life, dismemberment, loss of sight or permanent disability within 180 days from the date of the accident or the injury causes the Insured to receive continuous medical treatment as an in-patient in hospital and loss of life occurs later because of such injury, the Company will pay compensation in accordance with the sum insured stated in the Schedule as follows:

1	100% of the sum insured	for loss of life
2	100% of the sum insured	for permanent disability which continues not less than 12 months after the accident or if there is any medical indication that the Insured suffers a 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.

In the aggregate, the total compensation for this insuring agreement cannot exceed the maximum sum insured stated on the policy schedule. If the Company has not paid up to such maximum amount of sum insured, the remaining benefit is still valid until the expiry of the policy period.

CLAIMING FOR DEATH BENEFIT

The policy holder or the beneficiary must submit the following documents at their own expense within 30 days of the date of loss.

1. Completed claim form.
2. Death Certificate
3. A copy of the autopsy report, certified by authorized personnel
4. A copy of the police report, certified by authorized 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.

CLAIMING FOR PERMANENT DISABILITY OR PERMANENT DISMEMBERMENT

The policy holder or the Insured must submit the following documents at their own expense within 30 days of diagnosis by a physician that the insured suffers from total permanent disability or permanent dismemberment.

1. Completed claim form
2. Attending Physician's Summary certifying the Insured has suffered from permanent disability or permanent dismemberment.



บริษัท แอกซ่าประกันภัย จำกัด (มหาชน)
AXA Insurance Public Company Limited

1168/67 อาคารสุทนต์ทาวเวอร์ ชั้น 23 ถนนพระรามสี่ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120
1168/67 Lumpini Tower 23rd Fl., Rama 4 Rd., Thung Mahamek, Sathorn, Bangkok 10120
Tel. +66 2118 8111 Fax: +66 2285 6383 Email: axathai@axa.co.th - axa.co.th