วิริยะประกันภัย
THE VIRIYAH INSURANCE

Health and Personal Accident Insurance 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 terms and conditions, insuring agreements, exclusions and attached endorsements of this insurance policy, the Company agrees to the Insured as follows

SECTION 1 Definitions

1. Company	refers to	The Viriyah Insurance Public Company Limited
2. Insurance policy	refers to	policy schedule, benefit schedule, general terms and conditions, exclusions, insuring agreement, endorsement, warranty, attachment, and policy summary according to this policy which is part of the insurance contract.
3. Insured	refers to	the person named as Insured in the policy schedule
4. Dependents	refers to	dependents of the Insured who are named in the policy schedule or attachment i.e. 1) spouse of the Insured who is less than 80 years old 2) legal children of the Insured or of the spouse from the age of 4 weeks but not over 20 years who is not yet married or and not over 22 years who is still attending school.
5. Covered Person	refers to	the Insured and/or the Insured's dependent(s) whose name is/are stated in the policy schedule or attachment.
6. 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.
7. Injury	refers to	physical injury which is caused directly and solely from an accident and is independent from other causes while this policy is in force.
8. Sickness	refers to	physical condition, symptom, sickness or contagious disease that the covered person suffers while this policy is in force.
9. Physician	refers to	a person who holds a Graduate Degree in Conventional Medicine and has obtained the registration from the Medical Council of Thailand and is permitted to render the medical service or perform Surgery in the district he/she registers.
10. Dentist	refers to	a person who holds a Graduate Degree in Dentistry and has obtained the registration from the Medical Council of Thailand and is permitted to render the dental service or perform Surgery in the district he/she registers .
11. Specialized Physician	refers to	a person who has obtained the registration or certificate from the Medicine Council of Thailand or an Institute equivalent to the Medical Council of Thailand. The specialist is not the Physician in charge of the patient. He/she gives opinion, examines or provides treatment to the patient together with the physician in charge.

12. Nurse	refers to	a person who holds a Graduate Degree in Nursing and has obtained the registration from Thailand Nursing and Midwifery Council according to law.
13. Nursing care	refers to	expense that a hospital or a medical facility charged to an in-patient for nursing care provided while hospitalized.
14. Inpatient	refers to	a person who is registered as an inpatient admitted to a hospital under the care of a licensed medical practitioner and who needs to be accommodated in a hospital bed (according to the medical necessity) for a minimum of 6 hours for medical treatment and also be appropriate in length of stay. This also includes the circumstance when an inpatient dies before 6 hours after hospitalized.
15. Outpatient	refers to	a person who receives medical treatment in a clinic, hospital outpatient department, or emergency room, or undergoes a procedure without the need (according to medical necessity) to be accommodated in a hospital bed.
16. 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.
17. Medical Center	refers to	a legally constituted medical facility which is open for medical treatment and can provide overnight accommodation to its patients.
18. Clinic	refers to	a legally constituted clinic which is open for medical treatment without overnight accommodation
19. 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).
20. Medical Necessity	refers to	medical treatment which meets the following conditions: 1) in accordance with the diagnosis, and treatment for such illness or injury; and 2) in accordance with medical indication of modern medicine; and 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.
21. Alternative Medicine	refers to	A variety of therapeutic or preventive health care practices, such as traditional Thai or Chinese herbal medicine, and similar which is not considered as modern medicine.

22. Injury or Sickness per Disability	refers to	This means that if a covered person receives continuous treatment in connection with or in relation to one previous injury or sickness arising from other causes occurred at the same time of one hospitalization, those treatments will be counted as the same disability unless such treatments occur not less than 90 days after the last treatment date in the case of last hospitalization.
23. AIDS	refers to	Acquired Immune Deficiency Syndrome caused by the infection of HIV. It includes Malignant Neoplasm and any contagion or illness which shows by blood test of positive HIV (Human Immunodeficiency Virus) result. This extends to not only infection of Opportunistic Microorganisms but also Pneumocystis Carinii Pneumonia, Organism or Chronic Enteritis, Virus and/or Disseminated Fungi Infection, not only Malignant Neoplasm but also Kaposi's Sarcoma, Central Nervous System Lymphoma and/or other diseases relating to AIDS and such conditions can cause sudden death, critical illness, disability, AIDS, HIV, Encephalopathy, Dementia and Viral Contagions.
24. Customary and Reasonable Medical Charges	refers to	the medical charges that should be consistent with the average rates charged in hospital, medical facility or clinic the covered person receives treatment.
25. Deductible	refers to	the first fixed amount of eligible medical expenses per visit or per disability for which the covered person is responsible for paying as stated in the policy schedule.
26. Co-Payment	refers to	the amount of eligible medical expenses for which the covered person is responsible for paying. The amount can be a fixed amount per visit or per disability or a percentage of the eligible expenses as stated in the policy schedule.
27. 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 organization(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 Terms and Conditions

1. Insurance policy

This insurance agreement is based upon the information provided by the covered person(s) in the form requesting insurance coverage, and the status of the health questionnaire (if any) signed by the Covered Person for the purpose of obtaining insurance coverage.

In the event that a Covered Person 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 Covered Person.

2. Incontestability Clause

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

In case the Company knows of any information which may lead the insurance contract to void but does not exercise the right to void within 1 month after that information is known, the Company can no longer exercise the right to void this insurance agreement.

3. Changes to Insurance policy

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

4. Payment and coverage

Insured can choose the mode of premium payment as agreed with the company and stated in the policy schedule, with the conditions are as follows.

4.1 Annual premium payment

4.1.1 Premiums of the first year due immediately as the coverage will commence from the effective date stated in the policy schedule.

4.1.2 In subsequent renewal years the company will continue to cover the Insured provided that the premium is paid within 30 days of the policy expiry date. Provided the Insured pays the premium within 30 days, the Insured will be continually covered and there will be no new pre-existing condition (Condition No.19) or no waiting period conditions (Condition No. 20) applied to the policy. If the Insured does not pay the premium within 30 days, the coverage of this insurance policy will be ends automatically on the last day that premium has been paid.

If claims has been made during the grace period. The company will pay the claim by deducting unpaid premium to the covered person or the beneficiary (in case of death).

4.2 Premium Installment of 1 consecutive months.

4.2.1 The premium of the first installment will be due immediately as the coverage will commence from the effective date stated in the policy schedule.

4.2.2 The premium of the next installment will be due on the date set by the company. The company will automatically charge the premium according to the agreed method. The coverage in the next installment will be as follows.

4.2.2.1 If the insured properly paid the premium every installments, the coverage will be continuously.

4.2.2.2 If the insured did not pay the premium for a specified period, it will make the coverage of this insurance policy ends automatically on the last day that premium have been paid.

If claims has been made before the insured completely paid the premium up to the policy anniversary. The company will pay the claim by deducting unpaid premium to the covered person or the beneficiary (In case of death).

5. Misrepresentation of Age or Gender

If there is a misrepresentation of age or gender which caused the followings:

5.1 the Company to receive the premium less than what it should be, the Company shall pay the compensation equal to the coverage amount of which the previously paid premium can buy for the correct age or gender. If the correct age is not within the normal accepted risk for this insurance, the Company is not entitled to pay the benefit but will refund the paid premium.

5.2 If the premium received by the Company is more than the premium charged for the correct age and gender, the Company will refund the excess premium.

However, this refund will not be enforced back to the expired policies.

6. Renewal of insurance policy

6.1 This insurance policy can be renewed until the policy year when the insured reaches the age of 80 years old without having to provide additional evidence. The Company reserves the right to

6.1.1 adjust the premium in accordance with the age and risk of the covered person(s) and

6.1.2 adjust any terms and conditions, coverages as necessary, the company must give prior notice to the covered person(s).

6.2 The Company reserves the right not to renew the policy but must inform the Insured in writing at least 30 days prior to the policy expiry date as stated in the policy schedule.

7. Premium Adjustment

In case of renewal, the Company reserves the right to adjust the premium in accordance with the age of the covered person(s), and the premium adjusted must be within the approved rate by the Insurance Commissioner. The Company must give prior written notice to the Insured.

8. Changes or Upgrade of Benefits

Should there be any upgrades of the benefits for any covered person under this policy during the policy year or at the time of the policy renewal, the new higher benefits will be effective on the first day of the following months after the date that the Company has been informed of the change. The following conditions will also apply:

8.1 If the covered person is sick or injured prior to the change, the maximum payable for those diseases causing the sickness or injuries will not be higher than the maximum payable under the old benefit entitlements prior to the change.

8.2 Any diseases or injuries for which benefits have already been paid prior to the upgrade will continue to be paid under the old benefit entitlement. This also applies to any conditions which have not been excluded from the Policy but existed prior to the upgrade and for which the covered person has not yet received treatment.

The Insured must submit a request to the Company for a change or upgrade of the benefit, and it will be effective once the Company agrees to it.

9. Termination of contract

9.1 The coverage for the Insured is terminated if any of the following incidents occurred, whichever comes first.

9.1.1 At the policy expiry date stated in the policy schedule or on the policy anniversary date if the Insured has reached the age of 80 years.

9.1.2 If the Insured is dead from the cause not covered by this policy

9.1.3 If the Insured has not paid the premium (per condition 4)

9.1.4 If the Insured or the Company cancel this policy

9.1.5 If the company not renew this policy at the policy expiry date but must inform the Insured in writing at least 30 days prior to the policy expiry date as stated in the policy schedule.

9.1.6 If the Company has paid claims up to the maximum payable as stated in the policy schedule

9.1.7 If the insured imprisoned by lawful Authority

For the termination following 9.1.2 or 9.1.7 the company shall return the premium to the insured or beneficiary on a pro-rata basis

9.2 The coverage for each dependent will be terminated if any of the following incidents occurred, whichever comes first.

9.2.1 With effect from the policy expiry date if the dependent no longer qualifies as a dependent under the aforementioned definition.

9.2.2 If the dependent is dead from the cause not covered by this policy

9.2.3 If the dependent imprisoned by lawful Authority

9.2.4 If the policy is terminated according to condition 9.1 above.

For the termination following 9.2.2 or 9.2.3 the company shall return the premium to the insured or beneficiary on a pro-rata basis

9.3 The Company has paid up to the maximum benefit shown in the policy schedule for the insuring agreement and or endorsements.

9.4 The time on expiry date and termination will ends at 16:30 hours, Thailand time.

10. Reinstatement

If this insurance policy is terminated because the Insured did not pay the renewal premium by the due date, the Insured may request the policy to be reinstated but only with the agreement by the Company within 90 days from the payment due date. In this case condition No 19 “pre-existing conditions” and No. 20 “Waiting Period” will not be re-applied.

Cover for injury will be effective from the date the Company agrees to reinstate the policy while the coverage for sickness will be effective after 10 days from the effective date of the policy re-instatement.

11. 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.

If the covered person does not allow the Company to investigate his claim or give permission to access his medical record or diagnosis, the Company reserves the right not to pay such claims.

12. Notification of Claim

The Insured, Covered Person or their representative must inform the Company of any sickness or injury which might result in a claim without delay. In case of death, the Company must be notified immediately unless there is a reasonable explanation with supporting evidence can be given in the case of delay.

13. Submission of Claim Documents

The Insured, covered person or their representative must submit the following documents, at their own expense:

1. Completed Company’s claim forms
2. Medical certificate signed by the attending physician or doctor stating the symptoms, diagnosis and the treatment given.
3. Original receipt and invoice showing the itemized medical expenses.

The above documents must be submitted within 30 days after the discharge date or the outpatient treatment date. The receipt must be original and may be returned to the covered person on request. If the original receipt has been submitted to another third party for part payment of a claim the Company will accept a copy provided that the third party authenticates the receipt as being original and indicates the amount which has been paid to the covered person by the third party.

Failure to submit the documents within such time will not jeopardize the right to claim if sufficient reasons are given.

14. Paying of Benefits

The Company will pay the eligible benefits to the covered person within 15 days of receipt of the completed documents. In case of death, the benefit will be paid to the beneficiary.

If the claim requires further investigation, the Company has the right to extend the payment date but not later than 90 days after the Company receives the completed document.

If the medical expenses are in foreign currency, the Company will reimburse the expenses in Thai baht using the exchange rate as at the specified date on the receipt.

If the Company cannot pay within the agreed dates, the Company will pay 15% annual interest starting from the date the claims payment is due.

If there is clear evidence to the Company that the covered person fraudulently act to get benefit from this insurance, the Company will not be liable for any claim arising out of such action.

15. Change of Insured

If this insurance policy is terminated due to the Insured is dead or reaches the age of 80 years, the dependent may request continuation of cover and change the status to be the Insured within 90 days after the policy is terminated.

16. The dependent's right to continue the coverage.

If the Insured's spouse is no longer qualified because of a divorce or the children of the Insured is no longer qualified because he/she is over 20 years old or married, the spouse or children may request the Company to continue providing the coverage. If agreed, the Company will not re-apply Condition No. 2 (Incontestability Clause), No. 19 (Pre-existing Condition), and No. 20 (Waiting Period) subject to:

16.1 The request to continue the coverage is submitted to the Company within 90 days from the date the dependent's ineligibility.

16.2 The benefit requested is not more than the previous benefit.

17. Termination of insurance policy

17.1 The Company shall cancel this policy by giving written notice of not less than 30 days in advance by registered mail to the covered person to the latest address informed the company.

17.1.1 In case of annual premium payment, the company will refund the premium on a pro-rata basis.

17.1.2 In case of Premium Installment, this policy will automatically ends on the last date that the paid premium can buy. There will not be any refunded premium to the Insured.

17.2 The Insured can cancel this policy by giving written notice to the Company.

17.2.1 In case of Annual premium payment, the Company will refund the premium as per the short-rate table as following.

Short-Rate table

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

17.2.2 In case of Premium Installment, this policy will automatically ends on the last date that the paid premium can buy. There will not be any refunded premium to the Insured.

Cancellation of the policy under this condition will cancel all the coverages completely.

18. 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 Office of Insurance Commission (OIC).

19. Pre-existing Condition

The Company will not pay any benefits for pre-existing conditions i.e. any disease, illness or injury or symptoms (and complications thereof) for which the covered person was treated or knew about which is not completely cured before the commencement date of the first policy, except:

19.1 The covered person has declared such conditions on the application form and the Company has agreed to cover them without any endorsement to exclude such pre-existing condition, or

19.2 After 3 years from the first policy commencement date, the Company cannot refuse to pay any claims for pre-existing conditions if such disease, illness or injury or symptoms and complications thereof do not manifest itself, no treatment or diagnosis, no consultation by a physician during 5 years prior to the policy's first inception date.

20. Waiting Period

20.1 The Company will not pay the benefits for any sickness during the first 30 days from the first policy commencement date.

20.2 The Company will not pay any benefits during the first 120 days from the first policy commencement date for the following diseases:

20.2.1 Benign or malignant tumor or cancer or cystic mass
20.2.2 Hemorrhoids
20.2.3 Hernias
20.2.4 Pterygium, Pinguecula, Cataract
20.2.5 Tonsillectomy or Adenoidectomy
20.2.6 Stones
20.2.7 Varicose Veins
20.2.8 Endometriosis

21. Overseas Medical Treatment

The company shall cover unexpected emergency medical treatment overseas due to accident or sickness while overseas as an inpatient.

The Company shall compensate the Insured according to the actual medical expenses incurred which are customary and reasonable medical charges according to the medical necessity but will not exceed the amount specified in the Policy Schedule, less the deductible and / or co-payment (if any) calculated using the foreign exchange rate as of the date indicated in the receipt of medical expenses.

22. Precedent Condition

The Company shall not be liable to compensate the covered person or other persons under this insurance policy unless the Insured, the beneficiary or the covered person's representatives have complied with the insurance contract and the conditions of this policy.

SECTION 3 General Exclusions

This insurance policy does not cover the cost of treatment or losses arising from injury or illness (complications thereof) symptoms or conditions arising from the following:

1. The insured suffers from chronic diseases, pre-existing injuries or illness which have been treating and are not recoverable before the policy commences. Congenital Abnormalities, Growth Development Abnormalities and Genetic Disorders.

2. Any Cosmetic Surgery or beautification treatment including treatment of acne, freckles, dandruff, weight reduction and weight gain, hair loss. Reconstructive surgery is also excluded unless injury is sustained as a result of an accident.

3. Services in connection with Infertility, Pregnancy, Childbirth, Abortion or Miscarriage, or any causes related to Pregnancy, Vasectomy or Contraception.

4. AIDS or sexually transmitted diseases (STDs)

5. Treatment or prevention process using drugs/chemical substances for anti-aging or hormonal imbalance in mature women who are close to menopause and/or who already are. This extends to deterioration of sexual activity in both of men and women, and any condition relating to sex and gender reassignment surgery (Sex Change Operation).

6. Any general health check-up, request to be admitted in a hospital or medical center, request for an operation, obtaining recovery, diagnosis for any irrelevant purpose of any treatment in a hospital or medical center and diagnosis of any injury or illness. The treatment or investigation are not reasonable or of an accepted medical standard.

7. Eye examination and eyesight corrective surgery including Lasik and other expenses associated with eyesight correction.

8. Treatment or surgery relating to dental or gum e.g. denture, crowns and bridges, root treatment, filling, orthodontic, scaling, extraction, except the necessary dental treatment after an accident. However, the coverage does not include the costs for crowns and bridges, root treatment, orthodontic services.

9. Treatment or rehabilitation for narcotic drugs, cigarettes, alcohol or substance effecting the Central Nervous System.

10. Medical treatment related to the Nervous Disorders, Mental Disorder, Anxiety, Psychiatric Problems, Personality Disorder, Autism, Stress, Eating Disorder.

11. Medical treatment which is in a trial stage or experiment. Medical treatment associated with disease or symptoms of sleep apnea, sleeping disorder, treatment to stop snoring.

12. Any inoculations or vaccinations, except rabies vaccine needed after an animal attack or tetanus shots needed after an injury.

13. Treatment which is not considered a conventional medicine, including alternative medicine treatment.

14. Any medical expenses that the covered person who is a physician himself/herself organized for himself/herself, the parents, spouse or dependent children.

15. Automated External Defibrillator or Pacemaker or prosthesis devices, implant devices, durable medical equipment and supplies such as hearing aid, eyeglasses, optical lenses, ventilator/respirator, oxygenator, oxygen equipment, vital sign monitor (pulse rate, blood pressure, body temperature), Orthotics and Prosthetics (O&P) Equipment, wheelchairs, artificial prosthetic such as artificial arms, artificial legs, artificial eyes.

16. Special nursing care

17. Drugs, treatments or diagnostic not related to Symptoms or disorders listed in the medical certificate.

18. Suicide, suicidal attempt, self-inflicted injuries or self-inflicted injury attempt by his/her action or arrange any third party to undertake such an act whether the covered person is insane including any accident occurring while he/she is intoxicated, consumes narcotic drugs or from infection of additive substances and overdosing on any physician's prescribed medication.

19. Any injury arising from the action of the covered person whilst under the influence of alcohol, addictive drugs, narcotic drugs or intoxicating substances when the covered person loses his/her normal behavior.

Being under the influence of alcohol means blood test showing 150 mg% and over.

20. Injury while the covered person is taking part in a brawl or taking part in inciting a brawl.

21. Injury while the covered person is committing a felony or while the covered person is being arrested, under arrest or escaping the arrest

22. Injury while the covered person is taking part in dangerous sports or activities including racing of all kinds including car, boat and horse racing, racing of water and snow ski-ing, including jet-ski, skating, boxing, parachuting jumping (except for the purpose of life saving), boarding or traveling in a hot air balloon, gliding, bungee jumping, diving with oxygen tank and breathing equipment under water.

23. Injury while the covered person is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.

24. Injury while the covered person is piloting or working on board as an employee of an airline.

25. Injury while the covered person serves as a soldier, police, or a volunteer and participates in war or crime suppression.

26. War (whether declared or not), invasion, acts of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike.

27. Terrorism

28. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

29. The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.

SECTION 4 Insuring Agreement

While this policy is in force and subject to the Terms and Conditions, Insuring Agreements, Exclusions, and attached Endorsements of this insurance policy, if the covered person sustains injury from an accident or suffers from illness after the waiting period resulting him/her to require medical care, the Company will pay for the customary and reasonable medical charges according to the medical necessity. The amount to be compensated is the actual expenses paid less deductible and/or the co-payment (if any) up to the maximum limit of benefit as stated in the Schedule in accordance with the attached insuring agreement: