COVID-2019 Infectious Disease Insurance Policy for Individual (Sell through electronic channel (Online))

In reliance upon the statements made in the application for insurance forming part of this insurance Policy and in consideration of the premium to be paid by the Insured and subject to the terms, general conditions, insuring agreements, exclusions and endorsements of this insurance Policy, the Company agrees with the Insured as follows:

Section 1: Definitions

Words or expressions to which specific meanings have been given in any parts of this Policy shall have such specific meaning wherever they shall appear, unless specified otherwise in the Policy.

1.1 "Policy"	means	the Insurance Schedule, Schedule of Benefits, Terms and Conditions, Insuring Agreement, Exclusions, Attachments, Special Provisions, Warranties, Endorsements and Summary of Policy which form parts of this Insurance Contract.
1.2 "Company"	means	Tune Insurance Public Company Limited
1.3 "Insured Person"	means	the person named as the Insured in this policy schedule and/or Endorsement who is under the coverage of this Policy.
1.4 "COVID-2019 Infectious Disease"	means	Infectious COVID-2019 as per the definition of the World Health Organization (WHO)
1.5 "Sickness"	means	a symptom, irregularity, illness, or disease contracted by the Insured in an acute and unforeseen manner. It happens after this Policy comes into effect. In this regard, it shall be apparent that the symptom manifests itself and is free from other causes.
1.6 "Admission"	means	An occasion of the admission at a hospital or a medical center as an inpatient for a treatment as a patient. This shall include the case in which the inpatient admission at a hospital or a medical center of twice or more times with the cause arising out of a reason, a disease or a complication stemming from the same disease. Each of its admission at a hospital or a medical center shall not span over 90 days counting from the latest admission. This shall be regarded as one admission.

1.7 “Pre-existing conditions”	means	The state of disease (including a complication) contracted by the Insured preceding the effective date of this Policy and the condition remains uncured.
1.8 “Physician”	means	any person licensed to practice modern medicine with the Medical Council who can render medical treatment and surgery within the territory he/she is licensed. The person shall not be the Insured or the spouse or the father or the mother or the child of the Insured.
1.9 “Inpatient”	means	the person who is necessary to attend a medical treatment at a hospital or a medical center for at least 6 hours in a row and registered as an inpatient by diagnosis and advice of the physician based on indication of medical standard and in the period suitable for treatment of such injury or sickness. This shall include the case in which the admission of inpatient who deceases before 6 hours.
1.10 “Outpatient”	means	the person who received a medical service in an outpatient department or an emergency room of the hospital, medical facility or clinic, for a condition which by diagnosis and indication of the Medical Standard does not need to be admitted as an Inpatient.
1.11 “Hospital”	means	any medical facility that provides medical services, can accommodate overnight patients, has an adequate number of medical personnel and facilities and a complete range of services, particularly a major operating room, and is registered as a Hospital in accordance with the law on medical facilities in that locality.
1.12 “Medical Center”	means	any medical facility that provides medical services, can accommodate overnight patients, and is permitted to be registered as a Medical Facility in accordance with the law in that locality.
1.13 “Clinic”	means	the modern type clinic duly permitted by law to be operated for medical treatment and diagnosis by the physician but cannot accommodate overnight patients.

1.14 “Medical Standards”	means	international rules or practices of modern medical service that provides suitable treatment plan for the patient according to the medical necessity and correspond with the summary from the injury and sickness background, findings, autopsy result or others (if any).
1.15 “Medical Necessity”	means	medical service provided under the following conditions: (1) the services correspond with diagnosis, and the treatment is consistent with the treated person’s Injury or Sickness; (2) there are clear medical indications based on current Medical Standards; (3) the services must not be solely for the convenience of the treated person or his or her family or the treatment provider; and (4) Conform to standard medical treatment and is necessary for the injury or sickness suffered by the person being treated.
1.16 “Necessary and Reasonable Expense”	means	medical treatment costs and/or other expenses that correspond to the amounts normally charged to general patients for similar services by the Hospital, Medical Facility or Clinic where the Insured has been treated.
1.17 “Policy Year”	means	the period of one year commencing on the effective date of the Policy or commencing on the anniversary of the Policy year.

Section 2 : General Terms and Conditions

1. Insurance Contract

This Insurance Contract is executed based on the reliance on the statement declared by the policyholders and/or the Insured person in the Application Form and additional declaration (if any) duly signed by the Insured as an evidence to accept such insurance according to the Insurance Contract; this Policy is thus issued by the company as an evidence.

In case of the policyholder and/or Insured has already known but provided false statement in the declaration or already known 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 execute insurance contract. In this regard, this insurance contract shall become void pursuant to Section 865 of Civil and Commercial Code and the company is entitled to terminate this insurance contract.

The Company shall not deny its liability based on any declaration other than the declarations made in the documents in accordance with paragraph one.

2. Validity of the Insurance Contract and Change of Wording in the Insurance Contract

This insurance Policy, together with the insuring agreements and attachments, forms part of the insurance contract. Any change of wording in the insurance contract must be approved by the Company and recorded in the Policy or attachments before such change becomes valid.

3. No Dispute or Objection of the Completeness of the Insurance Contract

The Company shall not dispute or object the completeness of this insurance contract after this Policy has been in effect for 2 years from the inception date of the Policy except in the case of non-payment of premium.

In the event the Company receives material facts upon which it has the right to terminate the insurance contract but does not exercise such right to terminate the insurance contract within 1 month after receiving such facts then the Company shall not be able to nullify the completeness of this insurance policy.

4. Medical Examination

The Company has the right to examine the Insured's medical record and diagnosis records as may be necessary for this insurance. The Company also has the right to conduct an autopsy, if necessary and not contrary to the law and the religion, at the Company's expense.

In the event the Insured does not allow the Company to examine medical and diagnosis history of the Insured in order to determine claim payment then the Company may deny insurance coverage for the Insured.

5. Premium Payment

The annual premium payment is due immediately or prior to the effect of the coverage by the Insured, and the policy will be enforced as of the commencement date of as specified in the schedule.

6. Compensation Payment

The Company shall provide compensation within 15 days from the date on which the Company has received a complete and correct set of evidence of Loss or Damage. Compensation for death will be paid to the beneficiary while other types of compensation will be paid to the Insured.

In case a reasonable doubt that the said claim was not made in accordance with the insuring agreement in this Policy, the period of time specified for claim compensation investigation may be extended as necessary but not exceed than 90 days from the date the company received the documents.

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

If the treatment is in a Hospital, Medical Facility, or Clinic outside Thailand, the Company will pay benefit based on a foreign exchange rate of the date stated in medical treatment receipts.

7. Policy Termination

7.1 The Company may terminate the insurance policy by giving a prior written notice of no less than 15 days by registered mail to the insured at the last address given to the Company. The Company will refund the premium to the insured after the deduction of premium for the effective period of the insurance policy.

7.2 The insured may terminate the insurance policy by giving the Company a written notice, and will receive a refund of premium after the deduction of the premium for the effective period of the insurance policy at the short-term premium rate as per the table below.

Short-term insurance premium rate

Insurance period (not exceeding/month)	Percentage of full-year insurance 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

The termination of this Policy, by either Party, shall be termination of the whole policy only and shall not be selective termination of any one of the Insuring Agreements.

8. Automatic Termination

The coverage under this Policy will immediately end due to one of the following incidents:

8.1 The end of the effect of the policy as per the Policy's schedule

8.2 The insured person year in which the Insured is 99 years old

8.3 The Insured person fails to pay the premium as per Section 5 of the General Terms and Conditions

8.4 The Insured person is dead

8.5 The Insured person is confined at a prison or a penitentiary.

As per the termination in line with Item 8.4 or 8.5, the Company will return the premium to the Insured or the Beneficiary by deducting the rateable proportion of Policy that has come into effect.

8.6 Each of the coverages under this Policy terminates once the Company has completed the compensation payment as per the maximum sum as per the Policy's schedule of the coverage. The Company will continue the coverage until the end of the insurance period in line with only the remaining sum of other valid coverages.

8.7 This Policy and the insurances as per the insurance policies will end at 12am, the Thailand time of the termination date of the Policy.

9. Dispute Resolution by Arbitration

In case of an argument, dispute, or claim under this Policy between a person who is entitled to claim under the Policy and the Company, if that person wishes to settle the dispute by way of arbitration, the Company shall comply and allow the case to be decided by an arbitrator according to the Arbitration Regulations of the Office of the Insurance Commission on arbitration.

10. Conditions Precedent

The Company may not be liable for compensation under this Policy unless the insured has fully complied with the insurance contract and the conditions of the Policy.

Section 3 : Additional Exclusions

This insurance in this coverage category does not cover loss or damage that arises out of or occurs as a result of the following causes;

3.1 Pre-existing conditions.

3.2 Treatments which are not modern medicine, including alternative treatments.

Section 4 : Insuring Agreements

Under the regulations, insuring agreements, exclusions, and general terms and conditions and attachments of this Insurance Policy and in consideration of the Insured having paid to the Company, the Company agrees to cover in the following areas:

Insuring Agreements

Sickness that is in consequence of COVID-2019 infectious diseases

Coverage

While the Policy is in force, if the Insured is diagnosed for the first time by a physician as being sick due to any condition stemming from the contraction of infectious COVID-2019 as per the prescribed definition during the period the Insured is alive, the Company will compensate as per the sum insured as per the Policy's schedule.

In the event that the Insured falls sick out of multiple conditions stemming from the contraction of infectious COVID-2019, the Company's compensation will be implemented for only one condition.

1. Coma

Coma means the state of unconsciousness diagnosed by an internist or a neurosurgeon and having all the following symptoms:

1.1. Requiring Life Support Apparatus;

1.2. Non-responsive to stimuli for at least 96 hours;

1.3. Assessed medically as having permanent brain damage resulting in the irreversible inability to perform functions of daily life after 30 days from the date of becoming unconscious;

This does not include unconsciousness induced directly by alcohol or drug abuse.

2. Brain Death and Neurologic Failure

Brain death and neurologic failure means the complete and irreversible loss of brain and neurological functions to the extent of inability to move or response to stimuli and medically diagnosed so in accordance with the standard of the Medical Council of Thailand.

3. Terminal Illness

Terminal Illness means severe illness that cannot be cured and in the opinion of the attending physician of modern medicine is expected to result in loss of life and/or illness with the following diseases:

3.1 COVID-2019 infectious diseases as per the definition of World Health Organization (WHO).

3.2 Severe Chronic Obstructive Pulmonary Disease or End-Stage Lung Cancer Disease

This means Severe Chronic Obstructive Pulmonary Disease or End-Stage Lung Cancer Disease confirmed by a diagnosis of respiratory specialist physician and has all of these symptoms as follows:

1. Constantly requiring supplemental oxygen necessitated by a partial pressure of oxygen of or less than 55 mmHg at rest;

2. Having a Forced Expiratory Volume 1st second (FEV 1) less than 1 liter for a continuous period exceeding 2 months.

Claim Indemnification and Evidence of Damage Submission

The insured person, the beneficiary or their representative, as the case maybe shall submit the following evidence to the Company with their own expenses within 30 days from the date of the Insured's Sickness that is in consequence of COVID-2019 infectious diseases,

1. Claim Form as prescribed of the Company;
2. Physician's report stating that Sickness that is in consequence of COVID-2019 infectious diseases;
3. The insured person's medical treatment files (if any);
4. Other evidence the company requires as necessary (if any).

Failure to submit the documents within the above stated timeline shall not diminish the right for claim compensation if it can be proved that there is practical reason for not being able to do so but the submission has been done as early as practically possible.

Insuring Agreements

Medical Treatment for COVID-2019 infectious diseases

Coverage

During the coverage of the Insured under this Policy, if the Insured person have sick COVID-2019 infectious diseases 14 days after the end of the waiting period, , starting from the first effect date of the Policy as specified in the policy schedule, starting from the first effect date of the Policy as specified in the policy's schedule. Resulting the insured person to seek medical treatment at a hospital, a medical center or a clinic, either as an in-patient or an out-patient.

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 up to the maximum limit of liability as specified in the policy schedule

Limit

1. In-patient room and board limit not exceed ....10,000.... Baht per day

However, the limit is not applied to an ICU (intensive care unit) admission as per medical standards.

Claim Indemnification and Evidence of Damage Submission

The insured person, the beneficiary or their representative, as the case maybe shall submit the following evidence to the Company with their own expenses within 30 days from the date of the Insured's Medical Treatment for COVID-2019 infectious diseases,

1. Claim Form as prescribed of the Company;
2. Physician's report indicating significant symptom, diagnosis result and treatment;
3. Original copy of receipt listing the expenses, or a summary of the bill and receipt
4. Copy of Identification card of the insured person
5. Other evidence the company requires as necessary (if any).

The Receipts presented must be the original receipt and the Company shall return the original receipt noting the amount already paid so that the Insured can claim the balance from other Insurers. But if the Insured already receives reimbursement from government welfare or other welfare or other insurances, the Insured may submit a copy of the receipt together with a certified statement showing the amount paid by government welfare or other entities in order to claim the balance from the Company.

Failure to submit the documents within the above stated timeline shall not diminish the right for claim compensation if it can be proved that there is practical reason for not being able to do so but the submission has been done as early as practically possible.

Additional Exclusions (To be applied only to the treatment insuring agreement Medical Treatment for COVID-2019 infectious diseases)

This insurance under this insuring agreement does not cover loss or damage that arises out of or occurs as a result of the following causes;

1. **An extra nursing cost, ambulation aids (except axillary crutches), wheel chairs, external artificial organs, alternative medicine and acupuncture.**
2. **Sickness that is in consequence of COVID-2019 infectious diseases (including a complication) during the waiting period.**