

# Summary of Definitions, General Terms and Conditions, General Exclusions and Coverage Agreement CANCER PROTECT INSURANCE POLICY (SELL THROUGH ELECTRONIC CHANNEL (ONLINE))

By relying on the Insured's statement on the application form which is part of this Policy and in return for the premium to be paid by the Insured stipulated by the Company under the general Terms, Conditions, Exclusions, Coverage Agreement and Endorsement of this Policy, the Company hereby agrees to provide a contract with the Insured as follows:

## Section 1: Definitions

Unless specified otherwise in this Policy, words, or expressions to which specific meanings have been ascribed in any part of the Policy, shall have such specific meanings whenever they appear in this Policy.

- Policy** means the schedule, general terms and conditions, general exclusions, coverage agreement, endorsements, application form, renewal warranty, and summary for insurance which shall be deemed to form a part of this insurance contract.
- Company** means Krungthai Panich Insurance Public Company Limited.
- Insured** means the person named as the Insured in the schedule who is entitled to the coverage under this Policy.
- Physician** means the person who graduated with a degree in medicine and is legally registered with the Medical Council of Thailand and licensed to practice as a medical professional in Thailand. The Physician shall not be the Insured, the spouse of the Insured or a family member of the Insured.
- Specialist Physician** means a Physician who is additionally certified by the Medical Council of Thailand as having training and expertise in a specific field of medicine. The Specialist Physician shall not be the Insured, the spouse of the Insured or a family member of the Insured.
- Diagnosis** means the examination, definitive Diagnosis, and determination by a Specialist Physician. The Diagnosis must be confirmed with a tissue specimen examination by microscope, or, in some cases, with a specimen Diagnosis from hematology. The Diagnosis must be in accordance with Cancer Diagnosis

standards, in which the Diagnosis must be done after the examination of tumor cell structure, tissue or related specimen substance. Cancer Diagnosis from symptoms and by general physical checks are not within the scope of Cancer Diagnosis described in this insurance policy. In case of absence of such proof, the Diagnosis must be done by a medically accepted method, such as radiology, pathological examination, medical laboratory Diagnosis, or Diagnosis from symptoms and abnormalities found from laboratory or pathology.

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| 7.  | <b>Diagnosis Date</b>   | means | the date that the Specialist Physician concludes, for the first time, that the Insured gets Cancer as described in the definition, including a clearly written Diagnosis date.  |
| 8.  | <b>Hospital</b>         | means | any health facility which provides medical services, can provide patient admission for overnight and has an adequate number of medical personnel with the complete services, particularly, an operation room, and is permitted to be registered as a Hospital pursuant to the law of the locality.  |
| 9.  | <b>Medical Facility</b> | means | any health facility which provides medical services, can provide patient admission for overnight and is permitted to be a Medical Facility pursuant to the law of the locality.   |
| 10. | <b>Clinic</b>           | means | modern Medical Facility which is permitted by law to provide medical services, diagnoses, but cannot provide the patient admission for overnight.   |
| 11. | <b>AIDS</b>             | means | <p>Acquired Immune Deficiency Syndrome caused by infection with human immunodeficiency virus (HIV) and shall include the opportunistic microorganism infection, malignant neoplasm, infection, or any sickness which the blood test result reveals as the positive of HIV.</p> <p>Opportunistic microorganism infection shall include, but is not limited to Pneumocystis or Chronic Enteritis, Virus, and/or Disseminated Fungi Infection.</p> <p>Malignant Neoplasm shall include, but is not limited to Kaposi's Sarcoma, Central Nervous System Lymphoma and/ or any critical illness which is known as Acquired Immune Deficiency Syndrome, or causes to sudden death, sickness, or disability.</p> <p>Acquired Immune Deficiency Syndrome (AIDS) shall include Human Immunodeficiency Virus (HIV), Encephalopathy Dementia and dispersion of Virus.</p> |
| 12. | <b>Policy Year</b>      | means | one year from the date the insurance policy becomes effective or one year from the subsequent policy anniversary.   |

## **Section 2: General Terms and Conditions**

### **1. Insurance contract**

This insurance contract arises from the representation of the Insured that the Company relies upon the statements in the insurance application, as well as additional statements (if any) that the Insured has signed in evidence of his or her acceptance of the insurance contract. Hence, this Policy, summary document, coverage agreement, and exclusions are issued by the Company.

If the Insured knowingly misrepresents in the statements mentioned in paragraph one, or knowingly conceals any fact from the Company that could have caused the Company to demand higher premium or refuse to offer the insurance contract, this insurance contract will be voidable pursuant to section 865 of the Civil and Commercial Code. The Company has the right to rescind the insurance contract.

The Company shall not deny its liability based on any statements other than the statements stated in the first paragraph of this document.

### **2. Entirety of the insurance contract and change of wording in the insurance contract**

This Policy as well as coverage agreement and endorsements form an entire insurance contract. Any change of wording in the insurance contract requires consent of the Company and shall be recorded in this Policy or endorsement before such change becomes valid.

### **3. Non-dispute or objection to the incompleteness or incorrectness of the insurance contract**

Once the Policy has been effective for TWO consecutive years (counting from the date the Policy becomes effective from the first time), the Company shall not dispute or object to any incomplete or incorrect information that forms an entire insurance contract, unless the premium has not been paid.

If the Company discovers information which allows it to rescind the contract, the Company shall rescind the contract within ONE month (counting from the date that the Company finds out such voidable information) otherwise the Company shall no longer be entitled to void the contract.

### **4. Premium payment**

#### **4.1 Annual premium payment**

The annual premium payments are due immediately, or prior to the commencement of the Policy and then the Policy shall be effective on the date stated in the schedule.

#### **4.2 Monthly premium payment**

4.2.1 The monthly premium payment of the first installment is due immediately, or prior to the commencement of the Policy and then the Policy shall be effective on the date stated in the schedule.

4.2.2 The Insured must pay the monthly premium of the next installment within 30 days from the due date of the premium payment period. If the premium is paid, the coverage under this insurance policy shall be considered continuously from the previous period, and the Company will not apply the general terms and conditions regarding of Waiting Period and Pre-existing condition and non-dispute or objection to the incompleteness or incorrectness of the insurance contract for the Policy to be effective again.

If the Company is still unable to charge such premium, the coverage under this insurance policy shall be terminated on the day that the premium paid is covered for.

4.2.3 When claim happened within the Grace Period, and the Company has not received a premium payment yet, the Company will deduct the pending premium out from the compensation that must be reimbursed under this insurance policy and shall be paid the remaining compensation to the Insured or the beneficiary.

## 5. Misrepresentation of age and gender

If the Insured's age or gender is incorrect from that declared by the Insured so that:

**5.1 The Company receives less premium than required:** The sum insured that the Insured shall receive under this Policy shall be equal to the amount of premium paid that the Insured can re-purchase coverage based on the correct age and gender. If the Insured's corrected information falls outside of the Company's underwriting footprint, the Company will not pay compensation but will instead return the premium that has been paid.

**5.2 The Company receives more premium than required:** The Company shall refund the excess premium to the Insured. However, this condition shall not be applied retroactively to adjust the premium for the past period of insurance.

## 6. Policy Renewal

Policy renewal is based on the Company decision as follows:

6.1 In case the Company accepts to renew the Policy, the Company shall reserve the rights to:

6.1.1 adjust the renewal premium depending on the risk and the Insured's increased age (for this plan, the renewal premium shall be fixed according to the first year premium and will be increased upon the increasing age for every 5 years when renewing the insurance policy); and

6.1.2 change the underwriting terms and conditions and coverage agreement of the renewal policy as necessary, in which case the Company shall inform the Insured of the main points of the Policy which have changed.

6.2 If the renewal policy is renewed and the Insured pays the premium within 30 days of the Grace Period, the Company will not apply the general terms and conditions regarding of Waiting Period and Pre-existing condition and non-dispute or objection to the incompleteness or incorrectness of the insurance contract for the Policy to be effective again. If the Insured does not pay the premium within the Grace Period, the coverage under this insurance policy shall be terminated from the date of the last premium payment due. In case of compensation within the grace period and the Insured has not paid the premium, the Company shall deduct the pending premium from the compensation that the Company will pay as specified in the Schedule.

6.3 The Company can reject the renewal policy by informing the Insured in writing at least 30 days before the existing policy end date specified in the Schedule.

## **7. Policy cancellation**

### **7.1 In case of annual premium payment**

7.1.1 The Company cannot cancel the Policy, except if the Insured behaves fraudulently or dishonestly under the Policy.

7.1.2 The Insured can cancel the Policy by informing to the Company in writing. The Insured shall have the right to receive the premium refund on a short-rate basis based on the table shown below.

**Short-rate premium table**

No. of month Insured	% 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

Policy Cancellation under this term no matter the Company or the Insured is taking the action shall be to terminate the entire insurance policy not to terminate only one of the coverage agreements.

### **7.2 In case of monthly premium payment from the section 4.2**

7.2.1 The Company cannot cancel the Policy, except if the Insured behaves fraudulently or dishonestly under the Policy.

7.2.2 The Insured can cancel the Policy by informing to the Company in writing. The Policy will automatically terminate on the day that the premium paid is covered for and the company will not return the premium to the Insured.

## **8. Automatic termination of insurance contract**

8.1 The coverage of the Insured under this Policy will be terminated when one of the following events occurs, whichever comes first:

- 8.1.1 On the end date specified in the schedule (in case of non-renewal of the Policy).
- 8.1.2 In the year that the Insured is 65 years of age.
- 8.1.3 When the Insured does not pay the premium according to the general terms and conditions of premium payment.
- 8.1.4 When the Insured dies.
- 8.1.5 If the Insured is imprisoned in a prison or other correctional facility.

In case of monthly premium payment when the termination of coverage due to 8.1.4 or 8.1.5, the Policy will end on the due date of monthly premium payment and the Company will not return the premium to the Insured. However, in case of annual premium payment, the Company will return the premium to the Insured or the beneficiary by deducting the premium for the period in which this insurance policy is applied.

8.2 The Company will return all premiums already charged to the Insured in the case when happen the appearance or awareness of the symptoms of Cancer in any type at first within the period of no coverage (Waiting Period) 90 days from the date of this insurance policy first effective.

8.3 Each coverage under this insurance policy will be terminated if the Company pays the sum assured according to the maximum sum insured specified in the insurance policy table of the coverage which the Company will continue to provide coverage until the end of the Insured period only the sum assured of the remaining coverage.

8.4 This insurance policy and insurance according to this insurance policy will end at 24:00 according to Thailand time on the end date of the insurance policy.

## **9. Medical examination**

The Company has the right to check the medical history and Diagnosis of the Insured as necessary and has the right to perform an autopsy (providing that such autopsy is necessary and not against the law) at the Company's expense.

In the case that the Insured does not allow the Company to check the medical history and the Insured's Diagnosis for considering the compensation, the Company may refuse coverage under this Policy to the Insured.

## **10. Compensation**

The Company shall pay compensation to the Insured or beneficiary (in case of death) within 15 days from the date the Company gets claim evidence completely and correctly.

In the case that there is any suspicion that a claim does not comply with the coverage agreement of the Policy, such period may be extended as necessary but not exceeding 90 days from the date the Company gets claim evidence completely and correctly.

If the Company does not pay compensation within the aforementioned period, the Company shall be liable to pay the 15% interest rate per year on the compensation amount calculated from the due date until the compensation is paid in full.

## **11. Dispute resolution by arbitration**

In the event of a dispute, conflict or claim under this Policy between the claimant and the Company and if the claimant wishes and sees that the dispute should be settled by arbitration, the Company agrees and shall settle such dispute by arbitration in accordance with the Regulation of the Insurance Commission (OIC) regarding to arbitration.

## **12. Waiting period**

The Company shall not pay the compensation specified in the schedule in case that the Insured displays symptoms or is Diagnosed to have Cancer during the first 90 days after the Policy start date specified in the schedule. The Company shall be entitled to terminate the insurance contract with an immediate effect and refund all the received premium to the Insured.

## **13. Pre-existing condition**

The Company shall not pay the compensation specified in the schedule in case there is some medical evidence showing that:

13.1 The Insured has been Diagnosed, treated, or advised by a Physician to have Cancer before the first-year policy start date.

13.2 The Insured has a symptom or abnormality which is related, correlated, or results from Cancer that appears before the first-year policy start date. Such symptom or abnormality must be so significant that it would normally require a reasonable person to seek for a Diagnosis or treatment by a Physician.

The previous two points shall not apply in the case that the Insured has already informed the Company before entering into this insurance agreement and the Company accepts the risk without additional terms or conditions to exclude such coverage.

#### **14. Fraudulent claims for compensation**

The Company shall not be liable for claims for compensation arising from fraud or dishonesty. The Company may exercise its right to terminate the Policy immediately if the claim stipulated in this Policy is fraudulent in any way by the Insured or the person acting on behalf of the Insured. The Company will return the insurance premium to the Insured by deducting the premium for the period in which this Policy has been in force.

#### **15. Condition precedent**

The Company shall not be liable for any claim stipulated in this Policy unless the Insured, beneficiary or representative of such persons is fully compliant with the terms and conditions of the Policy.

#### **16. Free-look cancellation**

If the Insured wants to cancel the Policy for whatever reason, the Insured has the right to cancel the insurance policy and return the Policy documents to the Company within 15 days from the date of receiving the insurance policy from the Company, unless the Company has issued the insurance policy to the Insured using electronic methods, the Insured does not need to return the insurance policy to the Company. In such case, it shall be deemed that the Policy is not effective since the Policy start date specified in the schedule. The Company, therefore, shall not be liable for any loss or damage occurred under the Policy. The Company will return all premiums received to the Insured in accordance with the agreed procedures without deducting any costs.

#### **17. Currency**

Premiums and benefits to be paid under this Policy will be paid in Thailand's currency.

#### **18. Applicable law**

This Policy is subject to the regulations and interpretations in accordance with the laws of Thailand.



## **Section 3: General Exclusions**

The Policy does not cover damage resulting from illnesses (including complications), symptoms, or abnormalities that occur from:

1. Pre-existing conditions or congenital conditions.
2. Symptoms or Diagnosis of Cancer during the Waiting Period.
3. HIV (Human Immunodeficiency Virus), AIDS (Acquired Immunodeficiency Syndrome), ARC (AIDS-Related Complex) or Secondary Infection, and/or any Cancer resulting consequently from HIV, AIDS, or ARC.
4. Cancer resulting from drug/narcotic addiction or chronic alcoholism.
5. Treatment, chronic disease, or complications resulting from plastic or reconstructive surgery.

## **Section 4: Coverage Agreement**

Under Regulations, General Conditions, Coverage Agreement, Exclusions, Endorsement of this insurance policy and in return for the premium stipulated by the Insured, the Company agrees that if the Insured is diagnosed for the first time and confirmed by a Specialist Physician (Oncologist or Pathologist) and has written pathological evidence that the Insured has Cancer during this effective insurance contract, the Company will pay compensation stipulated in the insurance policy table for each coverage specified.

# Coverage Agreement

## Non-invasive Cancer / Carcinoma in Situ Insurance

### Definition

Non-invasive Cancer / Carcinoma in Situ means The first-time appearance of a tumor or cell that is confirmed from pathological examination that it is Cancer. Such Cancer must have not yet spread over the basement membrane or spread to a nearby membrane or other organs. The Cancer also includes the following:

1. Prostate Cancer, Thyroid Cancer, or Urinary Bladder Cancer at stage of T1 N0 M0 referring to TNM Classification
2. Chronic Lymphocytic Leukemia before RAI at stage 3
3. Malignant Melanoma less than stage 2 referring to American Joint Committee on Cancer Classification
4. Borderline tumor or Low Malignant Potential

In any case, any skin Cancers, except the Melanoma mentioned above, and Pre-malignant Lesion are excluded.

### Coverage

It is agreed that, during the period in which this insurance policy becomes effective and after the Waiting Period 90 days from the Policy inception, if the Insured get diagnosed with Non-invasive Cancer / Carcinoma in Situ as defined above for the first time, the Company shall pay compensation as per the sum insured stated in the Schedule and/or the renewal insurance certificate.

### Claims and evidence submission

The Insured must submit the following evidence at their own expense to the Company within 30 days of getting the results of a Diagnosis.

1. The Company's completed claim form
2. A copy of ID card
3. Medical reports that identify important symptoms, including the results of Diagnosis and medical treatment

4. Laboratory biopsy results
5. Other documents requested by the Company as necessary (if any)

Delay in such submission shall not result in rejection of liability by the Company if it is shown that there is a reasonable reason not to submit such evidence within the specified period, but to submit as soon as possible.

# Coverage Agreement

## Invasive Cancer Insurance

### Definition

Invasive Cancer means The appearance of a tumor or cell that is confirmed from pathological examination that it is Cancer. Such Cancer has spread over the basement membrane or spread to a nearby membrane or other organs. The Cancer also includes Leukemia, Lymphoma, Bone-marrow Cancer, and Choriocarcinoma. In any case, the following Cancers are excluded:

1. Prostate Cancer, Thyroid Cancer, or Urinary Bladder Cancer at the Stage of T1 N0 M0 referring to TNM Classification
2. Chronic Lymphocytic Leukemia before RAI at the Stage 3
3. Non-invasive Cancer, Carcinoma in Situ
4. Any skin Cancers, except Malignant Melanoma at the Stage 2 or above referring to American Joint Committee on Cancer Classification
5. Borderline tumor or Low Malignant Potential
6. Pre-malignant Lesion such as CIN I, CIN II, CIN III
7. Cancer in a patient who is infected with HIV
8. Repeated Cancer or spread from other parts, in which such Cancer appeared for the first time before the Policy inception or within 90 days of the Policy inception.

### Coverage

It is agreed that, during the period in which this insurance policy becomes effective and after the Waiting Period 90 days from the Policy inception, if the Insured get diagnosed with Invasive Cancer as defined above for the first time, the Company shall pay compensation as per the sum insured stated in the Schedule and/or the renewal insurance certificate.

In this regard, the Diagnosis of such a disease must be in accordance with definition 6 (Diagnosis).

## **Claims and evidence submission**

The Insured must submit the following evidence at their own expense to the Company within 30 days of getting the results of a Diagnosis.

1. The Company's completed claim form
2. A copy of ID card
3. Medical reports that identify important symptoms, including the results of Diagnosis and medical treatment
4. Laboratory biopsy results
5. Other documents requested by the Company as necessary (if any)

Delay in such submission shall not result in rejection of liability by the Company if it is shown that there is a reasonable reason not to submit such evidence within the specified period, but to submit as soon as possible.

## **Endorsement: Additional Coverage for Skin Cancer Insurance (For use as attachment to Cancer Protect Insurance Policy) (SELL THROUGH ELECTRONIC CHANNEL (ONLINE))**

### **Definition**

Skin Cancer means Any skin cancers, except Malignant Melanoma at the Stage II or above classified by American Joint Committee on Cancer.

### **Additional Coverage**

It is agreed that the Policy has extended the coverage of Skin Cancer, during the period in which this insurance policy becomes effective and after the Waiting Period 90 days from the Policy inception, if the Insured get diagnosed with Skin Cancer as defined above for the first time, the Company shall pay compensation as per the sum insured stated in the Schedule and/or the renewal insurance certificate.

In this regard, the Diagnosis of such a disease must be in accordance with definition 6 (Diagnosis).

### **Automatic Policy termination**

The coverage under this endorsement shall terminate automatically once one of the following events occurs, whichever comes first:

1. Once the Company has paid the compensation as specified in the Endorsement, the coverage under this Endorsement shall be deemed terminated. The Company shall not refund premium for the remaining period of insurance and shall not extend the coverage for Skin Cancer in the renewal Policy.
2. Once the Company has paid the compensation for either Non-invasive Cancer / Carcinoma in Situ or Invasive Cancer as specified in the Schedule and/or the renewal insurance certificate.

### **Claims and evidence submission**

The Insured must submit the following evidence at their own expense to the Company within 30 days of getting the results of a Diagnosis.

1. The Company's completed claim form
2. A copy of ID card
3. Medical reports that identify important symptoms, including the results of Diagnosis and medical treatment
4. Laboratory biopsy results

5. Other documents requested by the Company as necessary (if any)

Delay in such submission shall not result in rejection of liability by the Company if it is shown that there is a reasonable reason not to submit such evidence within the specified period, but to submit as soon as possible.

If the text in this attachment is contrary or contradicts the text in the insurance policy, please use the text in this attachment instead. The conditions and other exclusions in the insurance policy shall remain in force.