

Email: inquiry@pacificcross.com.vn Website: www.pacificcross.com.vn

The strength behind your insurance

16<sup>th</sup> Floor | Royal Centre Tower B | 235 Nguyen Van Cu Street Dist. 1 | HCMC | Vietnam Tel: (+84 28) 7306 9669 | Fax: (+84 28) 3821 9847 Email: inquiry@pacificcross.com.vn Website: www.pacificcross.com.vn



(Approved together with the official letter No.11877/BTC-QLBH dated 29/9/2020 of the Ministry of Finance)

# **ARTICLE 1: DEFINITIONS**

"Accident" means unforeseen sudden event or series of events occurring beyond the Insured Person's control, caused by an external and tangible force on the Insured Person's body. It is the direct and sole cause of injury, disablement or death to the Insured Person.

"Age" means the age calculated on the last birthday in consideration of the Policy Joining Date of the Insured Person or the Renewal Date.

"Ambulance Service" means ambulance service or a Hospital or clinic or emergency center to bring the Insured Person in an emergency due to Illness or Accident to Hospital/clinic or from a clinic to a Hospital or from a Hospital to another Hospital.

"Application" means a written request for insurance in the form of the Company, in which the Policyholder and the Insured Person provide all information required by the Company and sign. The information declared on the Application is the basis for the Company to assess the risk and decide to accept or refuse insurance.

**"Beneficiary"** means organization or individual designated by the Policyholder to receive benefit under the human insurance policy.

"Benefits Schedule" means the detailed listing of the benefits of the Insured Person's plans.

"Co-payment" means the percentage of the Customary and Reasonable Charges of each relevant benefit item must be paid by the Insured Person himself. The Company will consider paying the remaining Customary and Reasonable Charges of each relevant benefit item based on the Insured Person's benefit details specified in the Benefits Schedule.

"Company" means Hung Vuong Assurance Corporation and all its branches.

"Congenital Condition" means a physical or medical abnormality existing at the time of birth as well as physical/mental abnormalities developing thereafter because of factors inherent at the time of birth, whether or not the Insured Person was aware of, and may be described by health agencies under various names such as congenital disease, congenital deformity, birth defect, chromosomal abnormality.

"Cosmetic Surgery" means surgery which is performed principally to improve or enhance the appearance of a person or which the person concerned considers or believes will improve or enhance his appearance and includes any surgery necessary for psychological reasons, adaptation and personal satisfaction in respect of a covered Illness/Injury.

**"Dental Treatment"** means any treatment for pathological conditions of the teeth and gums or jaws in the case of relating to teeth and performed by a Dentist.

"Dentist" means a person qualified by degree and licensed or registered to practice dentistry under the relevant laws and regulations of the country in which he practices.

"Doctor" means a person qualified by degree and licensed or registered to practice medicine under the relevant laws and regulations of country in which he practices.

"Customary and Reasonable Charges" means necessary charges under coverage, but not exceed the normal charges for the treatment of similar Illness/Injury or for similar services and supplies in the geographical area where the charges are incurred.

"Emergency" means a sudden change in the Insured Person's state of health, which requires urgent medical or surgical intervention to avoid imminent danger to his life or health.

"Fees for New Born Baby Care" means fees of commonly necessary services for new born baby within 7 (seven) days of birth such as infant sanitation, vaccination, newborn screening. Fees for New Born Baby Care does not include fees for diagnostic tests and treatment of Congenital Conditions of new born baby.

"Home Nursing" means medical care immediately following discharge from hospital after Inpatient Treatment, provided by a licensed nurse at the accommodation of the Insured Person, and must be certified by the treating Doctor to be medically necessary.

"Hospital" means a medical facility which is legally licensed as a hospital in the country in which it is situated, is allowed to keep patients overnight, and it is not a spa, sanitarium, nursing home, home for the aged, rehabilitation centre, a place for alcoholics or drug addicts.

"Illness" means a pathological change of health that is different from the normal healthy state, which requires treatment by a Doctor.

"Injury" means a bodily injury (excluding mental conditions) arising entirely and exclusively from an Accident.

"Inpatient Treatment" means the treatment of an Illness or Injury in a Hospital and the Insured Person medically necessarily occupies a Hospital bed in connection with such treatment for a continuous period of not less than 18 (eighteen) hours.

"Insured Person" means individual from full 15 (fifteen) days to 90 (ninety) years old, living in Vietnam for at least 183 (one hundred and eighty-three) days in each Policy Year and is approved by the Company to be insured under the Policy.

"Loss of Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

"Loss of Sight" means the entire and irrecoverable loss of sight.

"Maternity Complication" consists of:

- Threatening miscarriage, threatening premature birth;
- Miscarriage or Stillbirth;
- Abortion/termination of pregnancy due to genetic diseases/congenital defects of the fetus or to protect the life of the insured mother as requested by the Doctor;
- Hydatidiform mole;

- Ectopic pregnancy;
- Difficult birth;
- Postpartum haemorrhage;
- Retained placenta after giving birth;
- Complications of the above conditions.

"Medical Necessity" means medical treatment which meets the following conditions:

- a) Follow the Doctor's diagnosis; and
- b) Comply with the medical instructions of modern medicine; and
- c) Not primarily for the convenience of the patient or the patient's family or the Doctor; and
- d) In accordance with the generally accepted standards for the care of patients, and is considered to be appropriate for the treatment of the patient's Illness or Injury.

"Medical Supplies" means supplies prescribed by a doctor for medical use such as gloves, dressing, masks, nebulizer kits, syringes, cotton, plaster, ... as well as other consumable used for mechanical devices.

"Medicines/Drugs" means legally circulated medicines/drugs prescribed by a Doctor specifically for the treatment of an Illness or Injury.

"One Visit" means one time the Insured Person is examined by a Doctor for diagnosis and treatment, or one follow-up visit at the request of the treating Doctor. In the case that the Insured Person needs to have examination by another specialist referred by the treating Doctor, one time of having examination by one specialist is counted as one visit.

"Outpatient Treatment" means the treatment of an Illness or Injury in a legal medical facility other than a Hospital or in a Hospital but not Inpatient Treatment.

"Permanent Total Disablement" means the disablement of 81% or more after 12 (twelve) months from the date of the accident. The determination of permanent total disablement is based on the conclusion of the board of medical examiners of the province or central city.

"Period of Insurance" means the period stated in the Policy/insurance certificate to be the period of insurance.

"Persistence Vegetative State" means

- a) A severe decrease of consciousness in which an Insured Person with neurologic damage is in a state of partial arousal rather than true awareness, though superficial signs such as eye opening, swallowing and spontaneous breathing and the like may persist; and
- b) The state must have continued for at least 4 (four) weeks with no signs of improvement, when all reasonable attempts have been made to alleviate this condition.

The determination of persistence vegetative state is based on the medical record.

"Physiotherapy" means a method of treatment using physical measures to help restore the functions or daily normal activities of the Insured Person at the request of the treating Doctor (other than various massage methods, spa or gait correction practice) and is performed in medical facilities.

"Policy" means an agreement between the Policyholder and the Company, whereby the Policyholder must pay premium, the Company must pay the benefit to the Beneficiary or indemnify the Insured Person when an insured event occurs.

**"Policyholder"** means organization, individual that enters into an insurance contract with the Company and pays premium.

**"Policy Joining Date"** means the date the Company commences to cover the Insured Person under the Policy after underwriting the Application. If the Insured Person is covered discontinuously under the Policy, the date the Company commences to cover the Insured Person under the Policy after underwriting the most recent Application will be considered as the Policy Joining Date of the Insured Person.

"Policy Year" means the period from the first day to the last day of the Period of Insurance of the Policy.

"Post-Hospitalization Treatment" means the follow-up treatment after discharge as requested by the treating Doctor, directly related to the Illness/Injury for which the Insured Person has just received the Inpatient Treatment, and is performed within 30 (thirty) days after discharge. Post-Hospitalization Treatment is not applicable to the maternity benefit.

"Pre-existing Condition" means any Illness, Injury or condition of the Insured Person:

- a) which received medical examination, diagnosis or treatment prior to the Policy Joining Date of the Insured Person; or
- b) for which sign or symptom existed prior to the Policy Joining Date of the Insured Person, whether or not the medical examination, treatment was actually received.

Medical record, medical history or sign, symptom maintained in legally established medical facilities, or information declared by the Insured Person or Doctor's conclusion is considered to be full and legal evidence of Pre-Existing Condition.

**"Pre-Hospitalization Treatment"** means the most recent treatment which is directly related to the Illness/Injury of the Insured Person that requires hospitalization for Inpatient Treatment as requested by the Doctor, and is performed within 30 (thirty) days before admission. Pre-Hospitalization Treatment is not applicable to the maternity benefit.

"Premium Payment Period" means the period stated in the Policy to be the premium payment period.

"Renewal Date" means the date stated in the Policy to be the renewal date.

**"Room Cost"** means the cost of the room which the Insured Person accomodates in the treating medical facility as Medical Necessity, but not a room with more than one bed paid by the Insured Person for full use. If the Insured Person pay for using entire a room, the Insured Person's room cost will be determined by dividing the cost of that room by the number of beds in that room.

In Inpatient Treatment, Room Cost includes meals for patient provided and billed by Hospital.

"Short Period Rate" means the rate calculated in accordance with the formula below for the period of insurance or the period of time in which the Insured Person has been insured less than 12 (twelve) months in the Policy Year.

The period of insurance or the period of time in which the Insured Person has been insured in the Policy Year	Short Period Rate
One (1) month or less than one (1) month	25% of annual premium

Two (2) months or less than two (2) months	40% of annual premium	
Three (3) months or less than three (3) months	50% of annual premium	
Four (4) months or less than four (4) months	65% of annual premium	
Five (5) months or less than five (5) months	75% of annual premium	
Six (6) months or less than six (6) months	80% of annual premium	
Seven (7) months or less than seven (7) months	85% of annual premium	
Eight (8) months or less than eight (8) months	90% of annual premium	
More than eight (8) months	100% of annual premium	

"Special Diseases" includes all types of tumour, cyst and polyp, cancers, stones, hemorrhoids, anal fistula, prostate conditions, ENT diseases need to be operated including tonsillectomy and adenoidectomy, lung diseases (except acute pneumonia), varicose veins, disc herniation, gastritis, duodenitis, gastric ulcer, duodenal ulcer, sinusitis, diabetes, all types of hepatitis, endometriosis, cardiovascular diseases and blood pressure, stroke/cerebrovascular accident, transient ischemic attack, arthritis, carpal tunnel syndrome.

"Surgery" means a medical method for treatment of Illness/Injury, performed by a Doctor with the appropriate expertise. Surgery for diagnostic purposes shall not be considered Surgery under this definition. Surgery consists of two types:

- Inpatient Surgery: means Surgery performed in a Hospital and the Insured Person medically necessarily occupy a Hospital bed for a continuous period of not less than 18 (eighteen) hours.
- **Outpatient Surgery:** means Surgery performed in a legal medical facility other than a Hospital or performed in a Hospital but not Inpatient Surgery.

# **ARTICLE 2: BENEFITS**

- 2.1 Core Benefits: consisting of the following benefit items:
  - Room cost in Inpatient Treatment: Maximum 60 days/Policy Year.
  - ICU: maximum 15 days/Policy Year.
  - Inpatient Surgery Fee: fees for surgeon, operating room, anaesthetist, pre-surgical assessment and normal post-surgical care.
  - Miscellaneous Inpatient Charges: fees for required diagnostic laboratory tests, imaging, prescribed Medicines, Doctor fees, blood, plasma, wheel chair rental for using in hospital, Medical Supplies, surgical appliances and devices, medical device to be placed inside the body, ...
  - Outpatient Endoscopic Surgery: fees for surgeon, operating room, anaesthetist, lab tests, imaging, Medical Supplies, surgical appliances and devices, prescribed Medicines, and other related charges.

Note: The maximum of payment for room cost (if any) is equal to the limit of Room Cost in Inpatient Treatment.

- Pre-Hospitalization Treatment (within 30 days before admission).
- Post-Hospitalization Treatment (within 30 days after discharge).
- Home Nursing: maximum 20 days/Policy Year.
- Ambulance Service.
- Oncology Treatment: Fees for radiotherapy and chemotherapy received as Inpatient or Outpatient Treatment.
- Organ Transplant: Fees for kidney, heart, lung, liver and bone marrow transplants for the recipient Insured Person (up to 50% for donor and the remaining percentages for recipient, at the option of the Insured Person). The Company does not pay for the cost of acquiring an organ.

This benefit is a lump sum maximum per organ per lifetime and no other policy benefits are payable in respect of organ transplant.

- Maternity Benefit: Expenses for maternity check-up, delivery, New Born Baby Care (within 7 days of delivery), treatment of Maternity Complications.
- Accidental Outpatient Treatment in Emergency Ward: services in emergency ward of Hospital/clinic for covered Accident which has been treated within 24 hours of the Accident.
- Treatment of Accidental Damage to Teeth: emergency treatment for up to 7 days following accidental loss or damage caused to sound natural teeth. Teeth replacement is excluded.

The Company will pay the Customary and Reasonable Charges in accordance with the Plan of the main benefit of the Insured Person set out in the Benefits Schedule. In all cases, the total amount payable in respect of the main benefit of the Insured Person in a Policy Year shall not exceed the maximum benefit of the Plan of the main benefit of the Insured Person set out in the Benefits Schedule.

# 2.2 **Optional Benefits**

Optional benefit may only be purchased at the time of the Application for the Insured Person or at the time of renewal of the Policy. Optional benefit cannot be cancelled during the Policy Year unless cancelling the insurance of the Insured Person or cancelling the Policy.

There are 3 separated benefits as follows:

- a) Additional Medical Benefit: consisting of the following benefit items:
  - Outpatient Treatment (non-surgery): fees for Doctor, required laboratory tests, imaging, prescribed Medicines, Medical Supplies, and other related charges.
  - Outpatient Surgery Fee: fees for surgeon, operating room, anaesthetist, lab tests, imaging, Medical Supplies, surgical appliances and devices, prescribed Medicines, and other related charges.
  - Fee for Physiotherapy, Chiropractic in Outpatient Treatment: maximum 30 days/Policy Year.

The Company will pay the Customary and Reasonable Charges in accordance with the Plan of the additional medical benefit of the Insured Person set out in the Benefits Schedule. In all cases, the total amount payable in respect of the main benefit and the additional medical benefit of the Insured Person in a Policy Year shall not exceed the maximum benefit of the Plan of the main benefit of the Insured Person set out in the Benefits Schedule.

### b) Dental Benefit: Co-payment 20:80

The Company will cover and pay 80% of the Customary and Reasonable Charges for the following cases:

- Examination, X-rays.
- Treatment of gingivitis, periodontitis.
- Root tip resection, Removal of calculus under gum.
- Tooth filling.
- Root canal treatment.
- Extraction (including surgery).
- Tooth cleaning (maximum 1 time/Policy Year).

In all cases, the total amount payable in respect of the dental benefit of the Insured Person in a Policy Year shall not exceed the maximum benefit of the Plan of the dental benefit of the Insured Person set out in the Benefits Schedule.

# c) Personal Accident Benefit:

This benefit only covers the Insured Person aged 15 (fifteen) days to 70 (seventy) years old. This benefit will not be renewed when the Insured Person reaches age 71 (seventy-one).

If the Insured Person sustains an Accident occurring while the personal accident insurance of the Insured Person is in effect, and such Accident shall within twelve (12) calendar months of the Accident be the sole and direct cause of:

- a) death; or
- b) total and irrecoverable loss of sight in one or both eyes; or
- c) total loss of one or more limbs; or
- d) total and irremediable loss of use of two or more limbs; or
- e) Permanent Total Disablement; or
- f) total and irremediable loss of use of one limb.

The Company will pay the personal accident benefit in accordance with the benefits schedule for personal accident set out below, in which benefits are expressed as a percentage of the sum insured for personal accident in respect of the Insured Person:

Accidental death	100%
Total and irrecoverable loss of sight in one or both eyes	100%
Total loss of one or more limbs	100%
Total and irremediable loss of use of two or more limbs	100%

Permanent Total Disablement	100%
Total and irremediable loss of use of one limb	50%

In all cases, the total amount payable in respect of all losses caused by any and all Accidents occurring during a Policy Year shall not exceed 100% of the sum insured for personal accident in respect of the Insured Person in the Policy Year in which the Accident occurred.

# ARTICLE 3: EXCLUSIONS

### 3.1 Exclusions applicable to main benefit and additional medical benefit:

The Company has no liability to pay the main benefit and the additional medical benefit for any treatment and/or expense of the Insured Person, if such treatment and/or expense arises from or falls into any of the following circumstances or events:

- 1) Pre-existing Conditions and their complications and sequalae (except Pre-existing Conditions which have been fully and truthfully declared to the Company and are not excluded in the Policy);
- 2) Genetic diseases, Congenital Conditions, and their symptoms and complications;
- 3) Sex change, birth control, sterilization cancellation, elective abortion, and any conditions or complications arising from such events;
- 4) Sexual dysfunction, infertility (including artificial insemination, in-vitro fertilization, embryo transfer), precocious puberty;
- 5) General medical examinations or check-up, convalescent care including treatment by rest;
- 6) Any lab test, imaging, medicines or service which is unnecessary for the diagnosis or treatment of a covered Illness/Injury;
- 7) Preventive treatment, vaccinations, except rabies vaccine needed after an animal attack or tetanus shots needed after an accident or injury;
- 8) Buried penis, long foreskin, phimosis, and their complications, circumcision and its complications;
- 9) Any hernias of the Insured Person under ten (10) years old;
- 10) Epilepsy, all forms of hydrocephalus;
- 11) Spondylolysis, osteoarthritis, osteoporosis, scoliosis, and all forms of bone degenerative disease;
- 12) Sexual transmitted diseases and their complications and sequelae;
- 13) HIV testing and treatment of HIV related Illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation, or variation thereof;
- 14) Deviated nasal septum and its complications, cataract, refractive defects of the eye or presbyopia, colour blindness, all forms of strabismus, dry eye, eyestrain, hearing tests;
- 15) Corrective devices, spectacles, eyeglasses, contact lenses, hearing aids;

- 16) Prostheses, orthotic devices, moving supportive devices, crutch, wheel chair except renting wheel chair from Hospital during the period of Inpatient Treatment;
- 17) All dental services and Dental Treatments unless covered under the benefit "Accidental damage to teeth";
- 18) Cosmetic surgery and any complications or sequelae thereof;
- 19) Beautification related treatments, treatment of chloasma, skin pigment defects, scar, freckles, benign mole, skin tags, acne, hair loss, dandruff and any complications or sequelae of that treatment;
- 20) Parkinson, Alzheimer, stress, neurasthenia, psychiatric, psychological, mental or nervous disorders, and any physiological or psychosomatic manifestations thereof;
- 21) Physical asthenia, eating disorders, malnutrition, rickets, problems related to physical development;
- 22) Injury caused by terrorism, declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, military rising, insurrection, rebellion, revolution, military or usurped power, riot, civil commotion;
- 23) Radioactive contamination;
- 24) Injury sustained while serving in the military, police or armed forces;
- 25) Intentionally self-inflicted injury, suicide or attempted suicide despite being in any status;
- 26) Injury arising from action of the Insured Person while there is presence of alcohol, drugs, addictive substances, stimulants, medicines in the body, unless using drugs as prescribed by the treating Doctor;
- 27) Injury incurred while practicing or participating in professional sports, any racing (other than walking, running or swimming), dangerous sports or activities including hunting, horse riding, any form of motor vehicle trialing, roller-skating, skating, skiing, snowboarding, skateboarding, skydiving, parachuting, parasailing, paragliding, hang-gliding, flying or riding in any vehicle or device for aerial navigation (other than as a fare-paying passenger on a commercial aircraft of a duly licensed scheduled airline), boarding or traveling in a hot air balloon, caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, scuba diving or diving with the use of compressed air, boxing, martial arts, wrestling, rugby, polo;
- 28) Injury sustained due to participating in a fight, participating in any illegal activity or breaking the law, resisting against the arrest of a competent authority;
- 29) Racing, driving into restricted road or area, driving without driving license or valid driving license, driving while there is presence of alcohol, drugs, addictive substances, stimulants, medicines in the body, unless using drugs as prescribed by the treating Doctor;
- 30) Deliberate action of the Insured Person;
- 31) Experimental or unproven treatment, treatment does not follow the Medical Necessity, treatment in places having no legal medical license or having no function to treat the related Illness/Injury, treatment by medicine other than modern medicine such as traditional medicine, chinese medicine;
- 32) Treatment for alcoholism, addiction of cigarette, drug or other addictive substances;
- 33) Treatment for learning difficulties, attention deficit hyperactivity disorder, autism, speech disorders, behavioral problems;
- 34) Treatment for sleep disorders, sleep related breathing disorders, snore, sleep apnea, fatigue, jet lag or any related condition;

- 35) Any treatment given by a Doctor who is the Insured Person, parents, parents in law, brother, sister, spouse, children of the Insured Person;
- 36) Weight management, treatment for weight gain or weight loss, and any conditions or complications arising therefrom;
- 37) Functional foods, vitamin, mineral, milk, supplementary nutrition, cosmetics;
- 38) Treatment for Vegetative State or permanent neurological damage.

#### 3.2 Exclusions applicable to personal accident benefit:

The Company has no liability to pay the personal accident benefit for any loss of the Insured Person arising out of, caused by, or in consequence of any of the following circumstances or events:

- 1) Practice or participating in professional sports, any racing (other than walking, running or swimming), dangerous sports or activities including hunting, horse riding, any form of motor vehicle trialing, roller-skating, skating, skiing, snowboarding, skateboarding, skydiving, parachuting, parasailing, paragliding, hang-gliding, flying or riding in any vehicle or device for aerial navigation (other than as a fare-paying passenger on a commercial aircraft of a duly licensed scheduled airline), boarding or traveling in a hot air balloon, caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, scuba diving or diving with the use of compressed air, boxing, martial arts, wrestling, rugby, polo;
- 2) Intentionally self-inflicted injury, suicide or attempted suicide despite being in any status;
- 3) All kinds of poisoning;
- 4) Pregnancy, childbirth, abortion, postpartum;
- 5) The use of alcohol, drugs, addictive substances, stimulants, medicines or solvents, unless using as prescribed by the treating Doctor;
- 6) Terrorism, declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, military rising, insurrection, rebellion, revolution, military or usurped power, riot, civil commotion;
- 7) Participating in a fight, participating in any illegal activity or breaking the law, resisting against the arrest of a competent authority;
- Human Immunodeficiency Virus ("HIV") and/or HIV related Illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation, or variation thereof;
- 9) Injury arising from or contributed by any physical or mental defect or infirmity of the Insured Person which is not previously declared or is excluded from insurance by the Company;
- 10) Radioactive contamination, chemical contamination;
- 11) Injury sustained while serving as air or ship crew or airline personnel, or while serving in the military, police, armed forces;
- 12) Racing, driving into restricted road or area, driving without driving license or valid driving license, driving while there is presence of alcohol, drugs, addictive substances, stimulants, medicines in the body, unless using as prescribed by the treating Doctor;
- 13) Willful act of the Insured Person or the Beneficiary. In the event that one or more Beneficiary intentionally causes death or permanent injury to the Insured Person, the Company will still pay insurance money to other Beneficiaries as agreed in the Policy.

# ARTICLE 4: TERMS AND CONDITIONS

#### 4.1 Coverage Area

The Policy provides worldwide coverage for the Insured Person.

### 4.2 Renewal of Policy

The term of Policy is 1 (one) year and is renewed at the end of the term. The Company guarantees the renewal of Policy, provided that the Policyholder pays the full renewal premium as required within the Premium Payment Period and accepts the adjustments of benefits and policy wording upon renewal of Policy.

### 4.3 Premium

- 4.3.1 The first premium in respect of the Insured Person is calculated based on the Plans of the Insured Person, the age of the Insured Person on the Policy Joining Date, the applicable premium table, the Period of Insurance, the information of the Insured Person declared on the Application, and the discount applied (if any).
- 4.3.2 The renewal premium in respect of the Insured Person can be changed and is calculated based on the Plans of the Insured Person, the age of the Insured Person on the Renewal Date, the applicable premium table, the claim history of the Insured Person, and the discount applied (if any).

### 4.4 Waiting Period

The Company has no liability to pay any benefit for insured events occurring within the below specified periods, including the case where the date of admission is within these periods but the date of discharge is beyond these periods:

- a) For treatment of Special Diseases and their complications: 12 (twelve) months from the Policy Joining Date of the Insured Person.
- b) For treatment of respiratory infections/inflammations, acute pneumonia, and their complications in respect of the Insured Person is the child under 6 (six) years old on the Policy Joining Date: 6 (six) months from the Policy Joining Date of the Insured Person.
- c) For treatment of other Illnesses: 30 (thirty) days from the Policy Joining Date of the Insured Person.
- d) For damages of ligament and meniscus: 12 (twelve) months from the Policy Joining Date of the Insured Person. Treatment occurs after the above 12 (twelve) month period will be covered by the Company on a 30:70 Copayment basis (the Insured Person pays 30% of the Customary and Reasonable Charges);
- e) For maternity benefit: 12 (twelve) months from the Policy Joining Date of the Insured Person.
- f) For dental benefit: 6 (six) months from the effective date of dental benefit of the Insured Person upon purchase.

The Company may consider waiving the waiting periods a, b, c above for the Insured Person, if at the time of submitting Application, the Insured Person has a valid health insurance policy with another insurance company.

#### 4.5 Occupational Risk Classifications

Class 1: The professional, administrative tasks of an agency with static nature and other static nature works.

Examples: Accountant, bank employee, clerk, doctor, real estate agent, lawyer, salespeople who is involved in light work and do not have to use machines.

Class 2: Occupations that are not manual works but are at risk of accident due to work environment or such works require a lot of travel, occupations related to the main supervision task.

Examples: Civil engineer, salesman, barber, hairdresser, housewife, employee of representative office, foreman in light mechanical industry.

Class 3: Occupations prone to accident or light manual works, non-dangerous manual works.

Examples: Civil electrician, decorator, mechanical engineer, driver, veterinarian.

Class 4: Hazardous occupations, heavy industries and not regulated from Class 1 to Class 3.

Examples: Examples not mentioned above.

#### 4.6 Payment of Benefits

- 4.6.1 All benefits will be paid to:
  - The Insured Person or the authorized person of the Insured Person.
  - Parent or the legal guardian of the Insured Person if the Insured Person is under 18 (eighteen) years old.
- 4.6.2 In case of death of the Insured Person, the benefit will be paid to the Beneficiary.
- 4.6.3 The Company has no liability to pay any benefit in any event where the date of admission is before the Policy Joining Date of the Insured Person but the date of discharge is after or on the Policy Joining Date of the Insured Person.

#### 4.7 Change of Benefit of the Insured Person

4.7.1 Benefits of the Insured Person can only be changed upon renewal of Policy. The Policyholder must send the request for change of benefit of the Insured Person to the Company at least 7 (seven) days prior to the Renewal Date, the Company will assess the risk and has the right to accept or reject this request. If the Company accepts, such change will take effect from the Renewal Date, provided that the Policyholder fully pays the new renewal premium as required within the Premium Payment Period.

However, in the case of change of the main benefit Plan of the Insured Person to a new one with a higher maximum benefit, the old maternity benefit right before the change will still apply for insured events occur within 9 (nine) months from the effective date of the change, including the case where the date of admission is within this period but the date of discharge is beyond this period.

#### 4.8 Adding an Insured Person to the Policy

- 4.8.1 The Policyholder may submit Application to request for adding a person to be insured under the Policy at any time while the Policy is in effect or during the Premium Payment Period. The Company will underwrite the Application and has the right to accept or reject this request. The requested person will become the Insured Person of the Policy only upon written confirmation of the Company
- 4.8.2 The premium in respect of the requested person will be calculated in accordance with the Short Period Rate.

# 4.9 Cancellation of Policy

- 4.9.1 The Policyholder may request to cancel the insurance of an Insured Person or cancel the Policy with written notice to the Company.
- 4.9.2 The Company has the right to cancel the insurance of an Insured Person at any time with written notice to the Policyholder in any of the following cases or events:
  - a) False declaration of the date of birth of that Insured Person;
  - b) Misstatement or misrepresentation, whether by omission or commission, of the Pre-existing Condition, the physical or mental condition of that Insured Person;
  - c) Concealing or failing to disclose any material information or facts regarding the Pre-existing Condition, the physical or mental condition of that Insured Person;
  - d) Misstatement of the occupation or failing to notify the change of occupation of that Insured Person to the Company;
  - e) That Insured Person changes occupation where the occupation after the change has higher level of risk than the occupation before the change and the Company does not accept to continue insurance, or the additional premium requested by the Company to continue to insure that Insured Person after the change of occupation is not fully paid by the Policyholder within the required period;
  - f) Being dishonest in claim;
  - g) That Insured Person's time in Vietnam is less than 183 (one hundred and eighty-three) days in a Policy Year.
- 4.9.3 When the insurance of an Insured Person is terminated, all benefits of such Insured Person under the Policy will terminate on the effective date of such cancellation of insurance. The Company will refund the Policyholder the premium paid for that Insured Person for the Policy Year, less the amount calculated with reference to the Short Period Rate for the period of time the Company insured that Insured Person in the Policy Year before the cancellation of insurance. However, no such refund shall be paid if any claim of such Insured Person during the Policy Year has been paid or is payable.
- 4.9.4 When the Policy is canceled, all benefits of all Insured Perons under the Policy will be canceled on the effective date of termination of the Policy. The Company shall apply Article 4.9.3 above to calculate the refund amount to the Policyholder for each Insured Person in the Policy.

# 4.10 Termination of Policy

The Policy will be terminated automatically from the time of expiration of the term of premium payment of the Policy in the following cases:

- a) The Policyholder fails to fully pay the premium or fails to pay the premium by the time agreed upon in the Policy, unless otherwise agreed by the parties;
- b) The Policyholder fails to fully pay the premium or fails to pay the premium within the period of extension of premium payment as agreed in the Policy.

# 4.11 Claims

- 4.11.1 Claim must be submitted to the Company within one year of the insured event. The time when a force majeure event or other objective obstacle occurs is not counted in this period. The Policyholder or the Insured Person, at his own expense, must submit the following documents to the Company:
  - Completed claim form.
  - Treatment-related documents: prescription, test results, imaging results, surgery report (in case of surgery), discharge paper, medical examination booklet or medical record with diagnosis and treatment applied, confirmation of treating Doctor about the necessity of home nursing, dental treatment slip. The company reserves the right to request for the originals for inspection.
  - Legitimate original documents related to the payment of expenses: receipts, invoices (for electronic invoice, a conversion invoice is required), detailed list of expenses. These original documents will be kept by the Company as a basis for paying benefits.
  - Statement of the Insured Person about the accident, driving license, police report (in case of traffic accident), confirmation of the company/organization employing the Insured Person (in case of accident at work).
  - Copy of passport in case of claim for medical expenses or an accident arising/occurring outside of Vietnam. The company reserves the right to request for the original for inspection.
  - Death certificate, relevant reports and medical records in case of accidental death.
  - Relevant reports and medical records in the case of permanent disablement due to accident, the disablement assessment result of the board of medical examiners accepted by the Company.

Any claim submitted after the above-mentioned period will not be accepted by the Company.

- 4.11.2 If required documents are in a language other than Vietnamese or English, the Insured Person and the Policyholder must bear the cost of translating and authenticating such documents before submitting them to the Company together with the originals.
- 4.11.3 The Company will process the claim within 15 (fifteen) working days from the date of receipt of all required documents. In case of further investigation, the Company reserves the right to prolong the time but not exceed 45 (forty-five) days from the date the Company receives all required documents.

# 4.12 Rights and Obligations of the Policyholder and the Insured Person

- 4.12.1 Rights of the Policyholder and the Insured Person:
  - a) Ask the Company to explain the insurance terms and conditions; issue the certificate of insurance or Policy.
  - b) Request the Company to pay benefit to the Beneficiary or the Insured Person as agreed in the Policy upon occurrence of insured event.

- c) In case the Company intentionally provides false information in order to have sale, the Policyholder has the right to unilaterally terminate the Policy; The Company must compensate for any damage incurred by the Policyholder due to the provision of false information.
- d) Other rights as provided for by law.
- 4.12.2 Obligations of the Policyholder and the Insured Person:
  - a) Pay the premium in full, according to the term and method as agreed in the Policy and in accordance with the law.
  - b) Declare fully and truthfully all details related to the Policy at the request of the Company. Declare truthfully and fully the contents in the Application or any other form provided by the Company.
  - c) Immediately notify the Company when there is the change of contact address, email address, telephone number of the Policyholder. The Company will not be responsible for any failure of communication due to the change of contact address, email address, telephone number of the Policyholder but the Company has not been notified.
  - d) Notify circumstances that may increase risks or increase the Company's liability during the execution of the Policy. Immediately notify the Company when there is the change in occupation of the Insured Person. The Company reserves the right not to pay benefits for any expenses and/or loss arising from or related to the change in occupation of the Insured Person without the Company's written consent.
  - e) Notify the Company of the occurrence of insurance event as agreed in the Policy, provide complete and honest claim documents.
  - f) Provide power of attorney for the Company to go to Hospitals, clinics or related agencies to obtain records for claim assessment when requested by the Company. If the Insured Person does not cooperate, the Company reserves the right not to pay such claim.
  - g) Take measures to prevent, limit losses in accordance with the law.
  - h) Other obligations as regulated by law.

# 4.13 Rights and Obligations of the Company

- 4.13.1 Rights of the Company:
  - a) Collect the premium as agreed in the Policy;
  - b) Request the Policyholder to provide complete and truthful information relating to the conclusion and execution of the Policy;
  - c) Refuse to pay benefits to the Beneficiary or the Insured Person in the event of not falling within the scope of insurance or in case of exclusion of insurance as specified in the policy wording;
  - d) Request the Policyholder to apply measures to prevent, limit losses in accordance with the law;
  - e) Other rights as provided for by law.
- 4.13.2 Obligations of the Company:

- a) Explain to the Policyholder the insurance terms and conditions; rights and obligations of the Policyholder.
- b) Issue the Policy, certificate of insurance to the Policyholder.
- c) Pay benefits to the Beneficiary or the Insured Person when the insured event occurs as agreed in the Policy.
- d) Explain the reason for denial of payment in writing.
- e) Other obligations as regulated by law.

### 4.14 Dispute resolution

All disputes which may arise in connection with the Policy shall be resolved by both parties through negotiation. If the two parties cannot resolve through negotiation, the dispute will be resolved by a competent court of Vietnam and in accordance with the laws of Vietnam (all costs related to the court as well as who is the payer will be decided by the court). The time limit for filing a lawsuit is 3 (three) years from the date of arising of the dispute.