MSIG INSURANCE (VIETNAM) COMPANY LIMITED

HEALTHCARE INSURANCE POLICY
(Basic Plan)

CHAPTER 1 – DEFINITIONS

As used herein, the capitalised terms shall have the following respective meanings:

Illness	An abnormally medical condition or functional deformities of one or more body's organ(s) shown by symptoms or syndromes.
Bodily Injury	Means all bodily injury suffered and caused solely by an Accident and not by sickness, disease or gradual physical or mental wear and tear.
Accident	Any sudden and unforeseen event caused by an external, violent and visible means during the Policy Period resulting in Bodily Injury to the Insured and occurs beyond the Insured's control and intention.
Group Policy	Policy issued to a group of employees (at least three (3) employees) working for the same company/organization and being Insured under the same Insured benefits, provided that their Company/organization is the Policyholder.
Hospital	means an institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and treatment of injured or sick persons as Inpatients under the constant supervision of a Physician. These exclude nursing, rest homes or convalescent homes, institutions for treatment of substance abuse, geriatric wards and places for drug addicts or alcoholics or for any similar purpose.
Inpatient	means an in-patient stay in the Hospital by the Insured Person where the treatment is being received for which room and board charges were made by the Hospital for a period of not less than 24 hours, and this excludes in-patient stay by the Insured Person under observation in a ward. It also includes admission of any duration for the purpose of surgery and any preparation and procedure in connection with the surgery without incurring any room and board charge.
Eligibility	The Insured Person is any Vietnamese or Foreigner residing legally within the territory of Vietnam who is 12 months after the date of birth and the maximum age is 65 years old, subject to acceptance for insurance by the Company and does not suffer from mental illness or permanent disability from 50% and above. Provided always that Insured not traveling away from their usual resident place for more than one hundred and eighty (180) consecutive days per period of insurance. Except other agreement with MSIG's written confirmation of acceptance.
Physician	A legally licensed medical practitioner recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practising within the scope of his licensing and training but excluding a Physician who is the Insured Person himself, or the spouse or lineal relative of the Insured Person. A physician may be recognised as a Consultant or a Specialist.

Specialist/Consultant	A medical or dental physician registered and licensed as such in the geographical area of his practice and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry and is practicing within the scope of his license and training but excluding the Insured Person himself, or the spouse or linear relative of the Insured Person.
Medical Practitioner	A medical or dental physician registered and licensed by the appropriate health authorities to practice medicine in the geographical area of his practice.
Prescribed Drugs and/or Medication	the sale and use of which are legally restricted to prescription by a Physician, but not including items which may be purchased without a Physician's prescription.
Emergency Accidental Out-patient Services:	A benefit shall be paid in an amount equal to the actual charges made by a hospital or a physician when in connection with an accidental bodily injury requiring treatment provided that such treatment was rendered 48 hours of the accident causing the injury but in no event shall the benefit exceed the maximum benefit set forth in the Table of Benefits.
Hospital Services	Medical services excluding all Organ Transplantation rendered to the Insured Person only when appropriate diagnostic procedures and/or treatments are not available as outpatient services and when admitted as a registered inpatient in a Hospital. Hospital Services include reasonable and customary charges, in the area where treatment is provided, for Hospital medical facilities and all medical treatments and medical services prescribed by a Physician, including Intensive Care Unit accommodation where this is medically required.
Insured Person	means individual or covered Dependant who has completed or whose name is included in an Application Form for the Policy and commencement of cover has been confirmed, or who has been issued with a Certificate/ Policy of Insurance
Outpatient Treatment	Medical treatment given to the Insured due to illness, sickness or accident by Physician or at Hospital where the Insured is not a registered inpatient treatment.
Daycare Surgery	means an event whereby an Insured Person requires the use of a recovery facility for a surgery performed on a pre planned basis (but not for an overnight or Inpatient stay) provided by or on the order of a Physician to the Insured Person for treatment of a covered Illness or Bodily Injury at the Hospital.
Surgical Fees	shall mean all of the fees for the operations performed by a surgeon or surgeons including anesthetist's fees, operating theatre charges.

Pre-hospitalisation Diagnostic Tests	Examinations using instruments and laboratory tests ordered by a Physician and resulting directly from a condition for which hospitalisation is required and performed during 30 days before hospitalisation.
Post-hospitalisation Treatment	Shall mean the reimbursement of eligible expenses incurred for medical treatment received immediately discharge from Hospital for a continuous period not exceeding 30 days, such treatment being provided or ordered by a physician and resulting directly from the condition for which hospitalisation is required. These include consultations with a Physician, instrument examinations and laboratory tests.
Maternity Care	Means prenatal, childbirth, post-natal treatment and miscarriage, or abortion, or any complications arising from pregnancy for the Insured Person with respect to normal and complicated delivery. Where this benefit is included in the Table of Benefits, it will apply only to pregnancies whose actual date of birth is at least twelve (12) months after the date of enrolment of the Insured Person The Maternity Benefit covers females between the age 18 to 45 and only applies to *Group Policy* consisting of at least twenty (20) employees).
Pre-Existing Conditions	means any Bodily Injury, Illness, condition or symptom: (a) For which treatment, or medication, or advice, or diagnosis has been sought by or received from Physician or was foreseeable prior to the commencement of cover for the Insured Person concerned, or (b) Which presented signs or symptoms of which the Insured Person concerned was aware or should reasonably have been aware or which originated or existed, prior to the commencement of cover for the Insured Person concerned.
Special diseases	are cancer and all kinds of tumor, high or low blood pressure, heart and blood vessel disease, chronic stomach ulcer or gastritis, chronic gastroenteritis, asthma, chronic polyarthritis, chronic hepatitis, endometritis, hemorrhoids, tuberculosis, stone in secretion system, cataract, sinusitis, diabetes, chronic inflame of bone joints, renal and urinary tract calculus
Any One Disability	shall mean any one sickness or Bodily Injury sustained by the Insured or the Dependants and all recurrences thereof and all conditions related thereto. Any subsequent disability from the same cause shall be considered as resulting from one sickness or one accident unless separated by at least three (3) consecutive months during which the Insured Person is not confined within a hospital.
Temporary Total Disablement	means continuous disablement due solely to accidental bodily injury which entirely prevents the Insured Person from carrying out any and every duty pertaining to his occupation during such disability. The payment of benefits shall not in any event continue for more than 60 consecutive days and shall not commence until 7 days after the disability occurs.

Permanent Total Disablement	means continuous disablement due solely to accidental bodily injury which entirely prevents the Insured Person from engaging in any business for wage or profit for which he is fit by reason of his education, training and experience during such disability for consecutive twelve (12) calendar months.
Loss Of Sight	Total and irrecoverable loss of sight of one or two eyes.
Loss Of Limb	Loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.
Yearly Maximum Limit	The total aggregate benefits that may be claimed in any one Policy Year by an Insured Person, is as shown in the Certificate of Insurance.
Sub-limit	The maximum benefits under the Policy per each insured event as listed in the Tables of Benefits.
Lifetime Limit	This is the maximum on the total amount payable to the Insured Person during his lifetime for any and all benefits claimed.
Territorial Scope	The Socialist Republic of Vietnam
Insured Person	An individual who has completed or whose name is included on an Application Form for the Policy and for whom commencement of cover has been confirmed, or who has been issued with a Certificate of Insurance.
Dependant	The spouse of the Insured Person (but excluding those legally separated), and/or unmarried children, step-children, foster children and legally adopted children, who are dependant on the Insured Person for support. Provided always that such children are not less than 12 months and not more than 18 years old (or 21 provided that the child is in continuous full-time education).
Due Date	The date of commencement or renewal of cover as shown on the Certificate of Insurance.
Eligible Expenses:	Eligible Expenses are expenses incurred for medically necessary treatment provided to an Insured Person for injury, sickness or disease.
Medically Necessary	Medically necessary shall mean treatments which are determined to be: a) Appropriate and necessary for symptoms, diagnosis or treatment of the medical condition and b) Provided for the diagnosis or direct care and treatment of the medical condition and c) Within standards of good medical practice within the organised medical community.
Deductible / Co-insurance:	the portion of Eligible Expenses for which the Insured Person is liable. The amount of any deductible/co-insurance and the items of cover to which it applies are stated in the Certificate of Insurance.

CHAPTER 2 – DETAILS OF COVERAGE

SECTION A. – MEDICAL EXPENSES INSURANCE

The Benefits mentioned in the Table of Benefits are provided to the Insured Person following a Bodily Injury and/or a Sudden Illness as defined herein during the Period of Insurance for actual expenses incurred, subject to a maximum sub-limit specified in the Table of Benefits.

Following are typical benefits:

No.	Typical Benefits	
1	Territorial Scope	Vietnam
2	Yearly maximum limit per person	Details of Benefits and Limits are specified in per Policy Schedule
3	Hospitalization charges, maximum 90 days / year. Per day limit - Room and board - Medication - Doctor fee - Clinical test Other medical equipment	
4	Intensive care unit treatment, maximum 30 days / year. Per day limit	
5	Surgical charges. Per year limit	
	Daycare surgical charges	
6	Organ transplantation operation. Per lifetime limit	
7	Pre-hospitalization treatment (within 30 day prior to hospital admission. Per year limit	
8	Post-hospitalization (within 30 day after hospital discharge. Per year limit	
9	Emergency Accidental Out-patient Services (Annual limit for any procedure and treatment where the Insured Person is admitted as a Daycare patient)	
10	Local ambulance	
11	Daily allowance. Per day limit	
12	Burial allowance	

Note: The Medical Expenses Insurance shall commence 30 days after the Policy is issued. The 30 days waiting period is waived for renewal policies and accidental claims.

SECTION B. – PERSONAL ACCIDENT INSURANCE

If the Insured Person suffers a **Bodily Injury** within twelve (12) months of the date of the Injury resulting in any of the Insured Events set out in the Table of Personal Accident Benefits, the Company will pay the Benefits stated in that Table.

INSURED EVENTS **Bodily Injury resulting directly in**		**THE BENEFITS** **being a percentage of the Sum Insured stated in the Schedule**
1. Death	1.	100%
2. Permanent Total Disablement	2.	100%
3. Permanent and incurable paralysis of all limbs	3.	100%
4. Permanent total loss of sight of both eyes	4.	100%
5. Permanent total loss of two limbs	5.	100%
6. Permanent total loss of one limb	6.	80%
7. Permanent total loss of hearing in	7a. both ears	80%
	7b. one ear	30%
8. Permanent total loss of four fingers and thumb of either hand	8.	50%
9. Permanent total loss of the lens of one eye	9.	50%
10. Permanent total loss of sight of one eyes	10.	50%
11. Permanent total loss of four fingers of either hand	11.	50%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	12.	50%
13. Permanent Disablement not otherwise provided	13.	The Company shall have the absolute discretion to determine and pay such percentage of the sum Insured which in the opinion of the Company is not inconsistent with the benefits provided under the insured event 1-12.
14. Temporary Total Disablement	14.	0.3% of the sum Insured per day. The payment of Temporary Total Disablement benefits shall not in any event continue for more than 60 consecutive days and shall not commence until 7 days after the disability occurs.

CHAPTER 3 – EXCLUSIONS

The following treatment, items, condition activities and their related or consequential expenses are excluded from the policy and the Company shall not be liable for:

1. Any expenses in excess of medically necessary, customary and reasonable expenses.
2. Pre-existing Conditions as defined. This exclusion shall not be applicable after 12 months of continuous cover under this Policy and such Pre-existing Conditions have been declared to MSIG in writing.
3. Special Diseases as defined. This exclusion shall not be applicable after 12 months of continuous cover under this Policy, however, Medical Expenses for such Special Diseases will be covered up to 50% of the maximum policy limit.
4. Services or treatment in any home, spa, hydro clinic, sanatorium, nursing home or long term care facility that is not a Hospital as defined
5. Treatment received in countries other than those specified in the Territorial Scope of the plan.
6. No benefit is payable as a result or confinement in any Hospital where care was provided to the Insured without charge.
7. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examination for employment or travel, spectacles, contact lenses and hearing aids.
8. Prostheses, corrective devices and medical appliances which are not surgically required.
9. General Outpatient services, excluding Emergency Accidental Outpatient services.
10. Cosmetic or plastic surgery unless it is re-constructive surgery necessitated by an accidental injury that occurred during the period of insurance stated on the certificate or any subsequent period for which the policy is renewed.
11. All dental treatment or oral surgery
12. Pregnancy or its complications thereof, childbirth, miscarriage, pre-natal or post-natal care unless accepted by the Company in writing and birth control. Birth defects, congenital illness or hereditary conditions.
13. Any treatment or test in connection with sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related Complex Syndrome (ARCS) and any other Human Immuno-deficiency Virus (HIV) related conditions or diseases.
14. Treatment of all mental illnesses and psychiatric disorders.
15. Self-inflicted injury, attempted suicide whilst sane or insane.
16. Participation in or training for any dangerous or hazardous sport, pastime or competition or riding or driving in any form of race or competition, any underwater activities, naval, military or air force service operations.

17. Aviation other than as a fare-paying passenger on a legally recognised airline or charter air service.
18. War (declared or not), riots, invasion, act of foreign enemies, hostilities or warlike operations, civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on or on behalf of or in connection with any organisation actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.
19. Injuries caused by nuclear fission, nuclear fusion or radioactive contamination.
20. Any intentional breach of the law by the insured person or an assault provoked by him, unless such actions are performed for the purpose of saving other person's lives and property or self-defense.
21. Treatment that is not recognised or experimental in nature.
22. Any amount which is claimable under the Workmen's Compensation Insurance and/or Social Security Organizations and/or other sources. Only charges which are in excess of the Workmen's Compensation and/or Social Security organisation and/or other sources will be paid, or that calculated from the Benefits & Schedule of this Policy whichever is less.
23. Treatment for alcoholism or drug abuse and any injury or sickness which is caused directly or indirectly by the effects of intoxicating liquors or drugs.
24. With regard to the Personal Accident cover only, no benefit will be paid for Claims arising from bodily injuries caused by any illness or disease and/or arising from the taking of poison or inhalation of toxic gases.
25. With regard to the Personal Accident cover, only 50% of insurance benefit will be paid for Claims arising from riding motorcycle without helmet.

CHAPTER 4 – GENERAL PROVISIONS

Validity and renewal

The Policy consists of the Application Form, Health Report at entry (if any), Policy Schedule or Certificate of Insurance and this policy document, which are all read as only one document.

Insurance shall be valid for one year from the date specified on the Certificate of Insurance, provided that the premium has been paid by the Insured. If payment is not made before the date of inception, the insurance will not be in force.

The Policy is renewed each year on the Due Date subject to the Policy condition in force at the time of each renewal provided that the Insured has proposed and paid the premium. If the Insured required for and any alteration, such alteration must be set out in writing by the Company.

Cancellation

The Policy may be terminated in the following circumstances:

1. If any fraud or fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain benefits hereunder. In such cases, the Insurance shall void at the beginning and the Insured shall no longer be entitled to any benefits and premiums are forfeited.
2. The Company shall have the right not to renew the Policy and/or the right to cancel the Policy at any time by giving fifteen (15) day written notice in advance and a refund will be given after a deduction based on the pro rata rates. In such cases, the Insured Person shall have to return the Certificate to the Company as soon as practicable.
3. The Insured Person may terminate the Policy at any date subject to fifteen (15) day written notification in advance and the return of the Certificate to the Company. A refund will be given after a deduction based on the Insurer's short-term period rates as specified.

Examination

The Company shall have the right and the opportunity through his medical representative to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. In addition, the Company shall have the right to require an autopsy in the case of death, where this is not forbidden by law or religious beliefs.

Short term period premium

The short term period premiums of the Company are:

For period not exceeding 1 week:	1/8 of annual premium
For period not exceeding 1 month:	1/4 of annual premium
For period not exceeding 2 months:	3/8 of annual premium
For period not exceeding 3 months:	1/2 of annual premium
For period not exceeding 4 months:	5/8 of annual premium
For period not exceeding 6 months:	3/4 of annual premium
For period not exceeding 8 months:	7/8 of annual premium
For period exceeding 8 months:	Full annual premium

Notice of trust or assignment

The Company shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.

Personal accident benefits

1. Benefits shall not be payable for more than one of the Insured Events 1 to 13 in respect of the same injury. The Insured Event 14 is paid independently of the said insured events in respect of the same injury.
2. After the occurrence of any of the Insured Events 2 to 7a, all cover with respect to that Insured Person under the Section A (Medical Expenses Insurance) shall cease.
3. Personal accident cover will not be offered on a stand-alone basis. The Insured person must also purchase the Medical expenses cover.

Policy Occurrence Limit

In respect of following cases, Company's maximum aggregate liability shall not exceed the Policy Occurrence Limit USD5,000,000 or the aggregate of the amount of Compensation payable in respect of such Insured Persons whichever is the less;

1. All Insured Persons travelling in one aircraft or surface transport vehicle or vessel. If the aggregate amount of all claims to Insured Persons travelling in one conveyance exceeds the Policy Occurrence Limit, the Company's liability in respect of each of such Insured Persons will be a rateable proportion of the Benefits due in respect of that person.
2. All claims under the policy arising out of an infectious disease occurrence. An occurrence for the purpose of infectious disease shall be defined as all losses arising out of the same infectious disease or related infectious diseases (which shall include, without limitation, a disease which arises from another disease by a mutation or re-assortment event); provided further that infectious diseases being defined as notifiable or quarantinable diseases as stipulated by World Health Organization (WHO) or Health Authority in Vietnam or Government of Vietnam where the losses manifest themselves".

Co-ordination of benefits/Other insurance / Third party recovery

Co-ordination of benefits, other insurance and third party recovery does not apply to the insurance cover for the Insured's life (disability and death).

If the Insured Person has any Other Insurance in force or is entitled to the benefits of monthly income and/or any expenses in respect of the same Bodily Injury, Sickness or Disease, the Policy will not provide the Insured benefits other than on a proportional basis.

The Company must be informed without delay of circumstances where a claim of such expenses and/or such income against a Third Party can be made. The recipients of benefits shall use their best endeavours to recover the amount of benefits from any Third Party against whom a claim for recovery can be made and shall ascertain in the Company for any amount to be recovered from a Third Party or use their best endeavours to assist the Company in recovering such amount.

Proof of claim

Written proof of claim must be submitted to the Company or to the appointed independent claims administrator within ninety (90) days, starting from the first date of treatment of the insured event including pregnancies for which the claim can be made under this Policy. Failure to claim within the time required by the Rule shall invalidate the claim.

Proof of claim includes:

1. Claim Form completed by the Insured, signed by the treating Physician and/or the authority if involved.
2. Certificate of insurance which is in force and list of the Insureds (if any).
3. Accident Report (if any)
4. Medical files, supporting invoices, receipts and other related documents (if any)

The Insured may be required of further proof of claim if deemed necessary. Proof of claim must be original. Photocopies are not acceptable.

Claim settlement and legal proceedings

The period of claim settlement by the Company is 60 days from the date the Company receives full proof of claim.

Any difference in respect of medical opinion in connection with the treatment of an accident or illness or the percentage of disability other than specified shall be referred to the Medical Examination Board.

No action in law shall be brought against the Company at all unless commenced within two years from the date of such occurrence.

The parties herein agree that the Law of Socialist Republic of Vietnam shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy and that the parties submit themselves to the exclusive venue and jurisdiction of the courts of Socialist Republic of Vietnam for the resolution of any such conflict or dispute.

Obligation of the Insured

The Insured Person shall give notice as soon as practicable within 30 days to the Company of

a) Any change of address, occupation or pursuits.

b) Any injury, disease, physical defect or infirmity by which the Insured Person has become affected.

c) Any other insurance effected by the Insured Person against accident or incapacity.

Failure of the Insured Person to give notice shall entitle the Company, in the event of claim, to repudiate such claim or, at its discretion, to adjust the benefits payable, if such changes affect the insurability.

ENDORSEMENTS

The following endorsements only apply to this Policy when specifically mentioned in the Policy Schedule

1. OUT-PATIENT TREATMENT

MSIG shall pay Insured for out-patient treatment expenses arising from Bodily Injury, Accidental illness and disease including:

- General Practitioners and Specialist fees
- Prescribed medicines
- Laboratory test, diagnostic and treatment prescribed by a physician
- Medical aids that are necessary as part of treatment for broken limbs or injuries (e.g. plaster casts, bandages) and walking aids prescribed by a physician
- Physiotherapy, radiotherapy, heat therapy or phototherapy prescribed by a physician

2. DENTAL CARE MEDICAL TREATMENT

(Applicable only if Out-patient Treatment benefit is selected)

MSIG shall pay Insured for medical expenses in respect of the following dental care and treatment up to the limit mentioned in the Policy:

Dental care and treatment (subject to 20% co-insurance)

- Check-up and diagnosis
- Tooth cleaning
- Normal fillings (amalgam or composite)
- Removal of decayed teeth
- Removal of impacted, buried or un-erupted teeth
- Removal of roots
- Removal of solid adontomes
- Apicetomy
- Root canal treatment
- Gingivitis, pyorrhoea

Dentures (subject to 50% co-insurance)

- New or repair of bridge work, porcelain crowns, dentures

3. DEATH, PERMANENT TOTAL DISABILITY DUE TO ILLNESS OR DISEASE

a. Scope of Cover

This Endorsement shall cover for Death or Permanent Total Disability arising from illness or disease occurring during period of insurance except otherwise excluded in this Policy.

b. Validity of Insurance

This Endorsement shall come into effect after the waiting period of 30 days since the date the premium is paid (except otherwise agreed by MSIG). For consecutive renewal Policy, this Endorsement shall be effective right after the proposer settles the premium for the subsequent period.

In case of death caused by special diseases, pre-existing conditions, this Benefit shall come into effect from the second year of consecutive Policy.

c. Benefits of Insurance

MSIG will pay total Sum Insured stated in Insurance Certificate or Policy Schedule in case of Death or Permanent Total Disability caused by illness or disease under the scope of insurance to the Insured.

4. MATERNITY CARE

(Applicable only to the Insured who is female from 18 to 45 years old)

This benefit is payable if pregnancy starts after twelve months since the date of this benefit applied.

a. Complication of Pregnancy and Childbirth

MSIG will pay expenses for a medical condition which arises during the antenatal stages of pregnancy, or a Medical condition which arises during childbirth and requires a recognized obstetric procedure. Cover is provided for caesarean sections required on medical grounds and does not include voluntary caesarean sections (or medically required due to a previous elective caesarean section). Complication of Pregnancy and Childbirth including but not limited to the followings:

- Miscarriage or when the foetus has died and remains with the placenta in the womb
- Stillbirth abnormal cell growth in the womb (hydatidform mole)
- Foetus growing outside the womb (ectopic pregnancy)

- Massive bleeding in the hours and days immediately after childbirth (post-partum haemorrgage)
- Afterbirth left in the womb after delivery of the baby (retained placental membrane)
- Therapeutic abortion
- Complications following any of the above conditions.

b. Normal Pregnancy and Childbirth

MSIG will pay for medically cost arising from normal pregnancy and childbirth, including but not limited to the hospital charges, specialist fee, the mother's immediate pre and postnatal care in hospital, postnatal suture.

Subject to other terms, conditions and exclusion of the Policy.