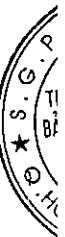


**MSIG INSURANCE (VIETNAM) COMPANY LIMITED**

**HEALTHCARE INSURANCE POLICY WORDING**  
**Flexi Plan**



## SECTION 1 – DEFINITIONS

In this Policy wording, the following terms shall be construed as follows:

### **1. Insurer**

An insurance company established and operating under the laws of Vietnam. The insurer has the rights and obligations as described in the Policy and abides by terms of the Policy.

### **2. Insured**

A person, who meets eligibility conditions as prescribed in the Policy, is named in the list of the Insured persons and for whom MSIG accepts to provide insurance.

### **3. MSIG**

**MSIG Insurance (Vietnam) Company Limited**

### **4. Insurance buyer (Policyholder)**

An organization or individual with insurable benefits as prescribed by laws entering into an Insurance Policy with the insurer and paying premiums. The Policyholder may be also the Insured or beneficiary.

### **5. Beneficiary**

An organization and individual appointed by the Policyholder to receive the indemnity under the Policy.

### **6. Sum insured**

The maximum amount that MSIG may pay for the Insured in case an insured event happens.

### **7. Policy Period**

The period from the date of acceptance of the Policy to the expiry date of the Policy as stated in the Policy Schedule or the Insurance Certificate, or an earlier date in case of cancellation of the Policy, if any.

### **8. Insured age**

Age of the Insured on the effective date of the Policy as of the birthday immediately preceding the effective date of the Policy.

### **9. 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.

### **10. Acute**

A Medical Condition that, in the opinions of General /Specialist Physician/Medical Consultant, is rapidly spread, and requires emergency treatment and care.

### **11. Bodily Injury**

Injury which is caused solely by an accident during the Policy Period which results in the Insured's dismemberment, disablement or other physical external injury.

### **12. Permanent Total Disablement**

Any disablement which for fifty two (52) consecutive weeks immediately following an accident entirely prevents the insured person from attending their usual occupation if employed, or if not employed, from attending employment of any and every kind. Disablement at the end of that time should be beyond reasonable hope of improvement.

### **13. Chronic**

A medical condition that, in the opinion of a General/Specialist Physician/Medical Consultant, is characterized by one or more of the followings:

- Lasting for over 3 months
- Possibility to leave sequela

- Requirement for long-term medical care and treatment to relieve symptoms.

#### **14. Co-insurance**

An amount that MSIG and the Insured jointly pay on pro rata basis in respect of expenses incurred and covered hereby. Co-insurance is calculated as a percentage (%) of total expenses incurred and covered hereby or of sub-limits of out-patient (or in-patient) benefits, whichever is the lesser. The maximum limit of covered expenses after co-insurance is equal to the limit of benefits stated in the Benefit Schedule.

#### **15. Congenital Anomaly**

A prenatal disease exists and is related to genetic deformities and disorders.

#### **16. Date of Entry**

The date shown on the Insurance Certificate on which an Insured enrolls in this Policy.

#### **17. Day-patient Treatment**

Medical treatment for an Insured who is hospitalized without staying overnight at the hospital.

#### **18. Dependants**

A husband/wife (excluding those divorced) or engaged spouse (those living with each other without marriage certificate) and/or children including illegitimate children, step-children and legally adopted children, who are dependent on the Insured for support, provided always that such children are not less than fifteen (15) days and not more than eighteen (18) years old (or twenty four (24) years old but still in continuous full-time education and single).

All Dependants must be named as Insured in the Policy.

#### **19. Deductible**

The amount payable by a Policyholder/an Insured in respect of expenses incurred for treatment before any Benefits are paid under the Policy, as specified in the Policy Schedule.

#### **20. Full Cover**

All actual medical expenses arising from treatment of the Insured during hospitalization paid by MSIG but not exceed the limit of each plan per period of insurance as defined in the Policy Schedule.

#### **21. 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.

#### **22. Hospital**

Any institution which is legally licensed as a medical or surgical Hospital in the country in which it is located and whose main activities are not those of a spa, massage, hydroclinic, a place for alcoholics or drug addicts, sanatorium, nursing home or home for the aged. Any medical treatment must be under the constant supervision of a Physician.

#### **23. Medical Establishment**

A legally recognized medical examination and treatment establishment which is licensed by the State to provide in-patient and out-patient treatment and whose main activities are not those of a rest home, a convalescent home or a special place for the aged, alcoholics and drug rehabilitation center.

#### **24. Hospitalization**

Under this Policy, In-patient treatments & Day-patient treatments are both understood as Hospitalization. The Hospital Admission Form or Hospital Discharge Form is a necessary evidence for this kind of treatments. In case the hospital customarily does not provide these forms, a medical report clearly states the admission time and discharge time may be accepted.

### **25. Illness or Disease**

An abnormally medical condition or functional deformities of one or more body's organ(s) shown by symptoms or syndromes.

### **26. In-patient treatment**

Medical treatment for an Insured who is required to be admitted in a Hospital and stays in a hospital bed for treatment for at least 24 consecutive hours.

### **27. Surgical Operation**

A scientific method to treat injuries or diseases which are undertaken by legally licensed surgeons through manual operations with medical instruments or equipment in the Medical facility, including the following surgical operations and procedures listed in the Endorsements enclosed hereto such as open surgery, laparoscopic surgery, laser surgery. There are two types of surgical operations:

- a. In-patient surgery: means a surgery after that the patient should stay in the hospital for at least 24 hours.
- b. Day-patient surgery: means a surgery less than 24 hours after which the patient will be discharged from the hospital.

### **28. Maximum Limit (Maximum Sum Insured)**

The total aggregate benefits that may be claimed in any one Policy Period by an Insured as shown in the Certificate of Insurance or the Policy Schedule.

### **29. Medical Condition**

Any abnormal condition of the body or mind that is caused by an accident or illness, sickness and that needs medical treatments.

### **30. Out - patient Treatment**

Medical treatment given to the Insured due to illness, sickness or accident at a recognized medical establishment where the Insured is not a registered day-patient or in-patient treatment in a Hospital.

### **31. Physician**

Refers to a legally licensed medical practitioner recognized by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his licensing and training but excluding a Physician who is the Insured himself, or the spouse or children of the Insured.

### **32. Pre-Existing Medical Conditions**

Any medical conditions of the Insured which have been diagnosed; or for which symptoms existed that would cause an ordinary prudent person to seek diagnosis, care or treatment; or for which medical treatment was recommended by a medical practitioner, irrespective of whether treatment was actually received or not.

### **33. Prescribed Drugs**

Medication which is prescribed and instructed by a Physician, and according to legal regulations, excludes supplements, pharmaceuticals and cosmetics and vitamins of all types except for vitamins which are prescribed by a Physician and expenses for which do not exceed expenses for medication used for treatment.

### **34. Place of Residence**

Any city or province in the Socialist Republic of Vietnam where the Insured declared in the Proposal Form, or as otherwise agreed and noted in the Certificate of Insurance or Policy Schedule.

### **35. Medical expenses**

medically necessary charges that do not exceed the general level of charges made by providers of medical services of similar standing in the locality where the charges are incurred, when providing like or comparable treatment, services, or supplies for a similar illness or bodily injury caused by an accident.

### **36. Serious Medical Condition**

A condition which in the opinion of a Physician and/or MSIG constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

### **37. Serious diseases**

A disease which in the opinion of the Physician constitutes a critical medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured's immediate or long term health prospects.

### **38. Special Diseases**

Under this Policy wording, the following diseases are understood as special diseases:

- a. Cancer
- b. Diseases of heart, lung, liver, pancreas, kidney and bone marrow
- c. Diseases related to hematopoietic (blood forming) system
- d. Growth hormone deficiency
- e. Diabetes
- f. Parkinson's disease

### **39. General /Specialist Physician/Medical Consultant**

A Physician (as defined above) registered under the Medical Acts of the relevant laws of the country and given accreditation as a General /Specialist Physician/Medical Consultant recognized by the law of the country where treatment is provided.

### **40. Sub-limits**

The maximum benefits under the Policy per each Insured event as listed in the Benefit Schedule. However, all payable amounts after application of all sub-limits cannot exceed the Maximum Limit.

### **41. Treatment / Medical Treatment**

Surgical or medical services (including diagnostic procedures) that are needed to diagnose, relieve or cure a disease, illness or injury.

### **42. Territorial Scope**

Area for each plan as defined in the Benefit Schedule, where the Insured can be evacuated to in the event of medical emergency and necessary treatment is unavailable locally also where the medical customary and necessary expenses incurred by the Insured may be considered payable under this Policy.

Territorial Scope referred to in this Policy shall not depend on diplomatic regulations.

### **43. Insurance policy**

An insurance agreement between MSIG and the Policyholder. The Insurance Policy comprises of the Proposal Form, the Policy Schedule (or the Certificate of Insurance), Policy wording, Endorsements, insurance cards and other relevant documents.

### **44. Professional sport activities**

Sport activities that provide the Insured with major and frequent earnings.

### **45. Newborn care**

Medical expenses required for newborn (baby less than 3 months of age) care related to any symptom which appears during the childbirth or within 30 days after the childbirth.

### **46. Waiting period**

A period during which any specific benefits shall not be paid to the Policyholder/ the Insured. A waiting period applied to a benefit shall be stated in the Policy / Insurance Certificate in respect of such benefit.

## **SECTION 2 – INSURANCE BENEFITS**

### **I. MAIN BENEFITS**

The Benefits mentioned herein are provided to the Insured following a Medical Condition as defined herein caused by an accident, illness or disease during the Period of Insurance.

Upon receipt of Proof of Claim, MSIG shall pay the Benefits incurred under this Policy wording based on the Policy sub-limits up to the Maximum Limit stated in the Certificate of Insurance. Medical expenses necessarily and reasonably incurred and related to medical treatment of the Insured in case of any illness, disease, accident, pregnancy complication as prescribed by a Physician are covered hereby.

Benefits are payable to the Insured, his legal representative or executor or to the licensed providers of medical treatments and/or care and/or services. MSIG may appoint independent claim administrators to settle claims on its behalf.

Hereunder is explanation for main benefits of this policy wording. The details of Sum Insured for each benefit in different plan are stipulated in the Benefit Schedule.

#### **1. Daily hospital Room and Board**

MSIG shall pay for charges for standard hospital room and board provided as part of day-patient or in-patient treatment, including fee for meals according to the standard of hospital room and board (must be provided by the admitted hospital). MSIG do not pay for non-medical charges.

#### **2. Intensive Care Unit**

MSIG shall pay for charges for patient care in an intensive care unit (ICU), high dependency unit (HDU), or coronary care unit (CCU) which gives constant monitoring to the Insured during period of hospitalization.

#### **3. Hospital Miscellaneous Expenses**

If the Insured is in hospital confinement, MSIG shall pay for reasonable and customary charges for hospital services or materials that are medically necessary, including the following costs:

- a) Drugs and medicine consumed whilst in hospital confinement;
- b) Ordinary splints and plaster casts;
- c) Laboratory examinations;
- d) Electrocardiograms;
- e) X-ray therapy, radium therapy, radium and isotopes;
- f) X-ray examination;
- g) Intravenous infusions;
- h) Other expenses that MSIG agrees to pay.

For pathology, x-rays, MRI, CT and PET scans, diagnostic test: it must be recommended by the attending doctor to help determine or assess the Insured's medical condition and carried out in a hospital as part of day-patient or in-patient treatment.

#### **4. Pre - hospitalization Treatment**

MSIG shall pay for Doctor Consultations and Diagnostic procedures necessarily taken and directly relating to the Insured's medical condition that require immediate hospitalization, and the findings of the diagnosis are the basis for the attending doctor to conclude that the hospitalization treatments are necessary, provided that such consultation and diagnosis are performed within the period as prescribed in Certificate of Insurance and prior to the hospital admission.

#### **5. Post - hospitalization treatment and home nursing**

MSIG shall pay for Follow-up Treatment prescribed by the attending doctor immediately following discharge from a hospital where Hospitalization treatments were received in respect of a medical

condition or injury suffered by the Insured. Follow-up treatment include consultations with a Physician, lab tests, examination, prescribed medicines and shall be performed within 90 days from the hospital discharge.

MSIG shall pay for the nursing care services of a legally licensed nurse in the Insured's abode when prescribed by a Physician for medically-specific reasons immediately following a covered In-Patient stay in the hospital. The treatment period is limited to a period as stated in the Certificate of Insurance.

#### **6. Surgical Operation**

MSIG shall pay for medical expenses for surgical procedure, operating theatre, surgeon, physicians and anesthetist fees for the purpose of carrying out anesthesia to enable a surgical procedure to be performed on a day-patient or in-patient treatment. Surgical charges shall be understood as inclusive of pre-surgical assessment and normal post-surgical care fees.

#### **7. Organ Transplantation**

MSIG shall pay hospital charges for surgical transplant of heart, lung, liver, pancreas, kidney or bone marrow to an Insured performed in a hospital by a physician duly qualified to perform such an operation.

The cost of acquisition of the organ and all costs incurred by the donor are not covered under this Policy wording.

#### **8. Emergency Treatment**

MSIG shall pay for charges for emergency services provided for serious medical conditions as defined above and performed in a consulting room or emergency room of a hospital or legally Medical Establishments immediately following an Accident or Acute Medical Condition.

#### **9. Emergency Accidental Dental Treatment**

If an Insured who sustains injury by an Accident giving rise to emergency dental treatment to wholly sound natural teeth at any hospital within twenty-four (24) hours from the time of Accident, a benefit equal to the necessary and reasonable charges made by the hospital for such treatment shall be payable by MSIG subject to the maximum amount payable under the Benefit Schedule.

A sound natural tooth does not mean denture or has no decay, no filling on more than two surfaces, no gum disease associated with bone loss, no root canal therapy.

This cover does not apply for dental implants, crowns or dentures.

#### **10. Complication of Pregnancy due to Accident**

If the Insured sustains a complication of pregnancy including miscarriage due to an Accident which requires emergency treatment, a benefit equal to the necessary and reasonable charges made by the hospital for such treatment shall be payable subject to the maximum amount payable under the Benefit Schedule. However, this benefit excludes any costs of childbirth/baby delivery.

#### **11. Burial costs**

In case of the Insured Person's death, MSIG and the Assistance Company authorized by MSIG shall arrange for local burial at the place of death as requested by the Insured's family. Burial costs shall include costs incurred for ceremony and other related services but not exceed the sum stated in the Certificate of Insurance and/or the Policy schedule.

#### **12. Allowance Benefit per night**

Where the Insured receives treatment for a medical condition covered hereby as an In-patient, MSIG will pay in-patient cash benefit stated in the Benefit Schedule per night with the maximum number of days as stated in the Certificate of Insurance.

## II. OPTIONAL BENEFITS

The following optional benefits shall be covered only when they are stated in the policy schedule.

### 1. Out-patient treatment

MSIG shall pay Insured for out-patient treatment expenses arising from illness, disease, accident, 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.
- Radiotherapy, heat therapy or phototherapy prescribed by a physician.

### 2. Dental Care

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

MSIG shall pay the Insured for medical expenses in respect of the following dental care and treatment in the following cases:

#### Dental care and treatment

- 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
- Apicoectomy
- Root canal treatment
- Gingivitis, pyorrhea

### 3. Maternity care

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

- This benefit is payable provided that pregnancy starts after 12 months since the date this benefit is applied.

- For Group Policy, this benefit will be payable after 12 months since the date this benefit is 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 the following cases:

- Miscarriage or when the fetus has died and remains with the placenta in the womb
- Stillbirth abnormal cell growth in the womb (hydatidform mole)
- Fetus growing outside the womb (ectopic pregnancy)
- Massive bleeding in the hours and days immediately after childbirth (post-partum hemorrhage)



- 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 costs arising from normal pregnancy and childbirth, including the hospital charges, specialist fee, the mother’s immediate pre and postnatal care in hospital, postnatal suture.

***c. Newborn care***

MSIG will pay for medically costs arising from taking care of infant under 3 months old within the limits specified in the Insurance benefit table.

**4. Death, permanent total disablement due to illness or disease**

This endorsement shall cover for death or permanent total disablement arising from illness or disease occurring during period of insurance except otherwise excluded in this Policy.

This endorsement is not applied to the Insured from 65 years old or above.

**5. Death, permanent disablement due to accidents**

The compensation shall be payable in case the Insured is dead or permanently disabled within 24 months due to an accident provided that the cause of such death or disablement must arise within the period of insurance. The insurance responsibility arises as soon as the Policy is valid.

***a. Basic scope of insurance***

This endorsement shall cover in case the Insured is dead or permanently disabled due to an accident occurring within 24 hours a day.

This insurance benefit shall be payable according to the Table of Compensation Scale below:

<b>Insured Events</b>	<b>Compensation (% of Sum Insured)</b>
Death	100%
Permanent total disablement: <ul style="list-style-type: none"> <li>- Loss of or loss of sight of two eyes</li> <li>- Total and incurable mental disorder</li> <li>- Loss of two arms or two hands</li> <li>- Total loss of hearing in both ears</li> <li>- Functional impairment of chew</li> <li>- Loss of one arm and one foot or one arm and one leg or one hand and one foot.</li> <li>- Loss of two legs or two feet.</li> </ul>	100%

<p>Permanent partial disablement:</p> <ul style="list-style-type: none"> <li>- Permanent and total loss of hearing in both ears 70%</li> <li>- Permanent and total loss of hearing in one ear 20%</li> <li>- Loss of speech (dumb) 50%</li> <li>- Loss of or loss of sight of one eye 50%</li> </ul> <p>Loss by physical severance or permanent and total loss of use of:</p> <ul style="list-style-type: none"> <li>- Hand from shoulder 50%</li> <li>- Leg from hip 50%</li> <li>- Both phalanges of great toe 50%</li> <li>- One phalanx of great toe 10%</li> <li>- Any other toe 03%</li> <li>- Both phalanges of thumb 02%</li> <li>- One phalanx of thumb 25%</li> <li>- Index finger 10%</li> <li>- Middle finger 15%</li> <li>- Ring finger 10%</li> <li>- Removal of lower jaw by surgical operation 08%</li> <li>- Loss of part of a finger 25%</li> </ul> <p>- Cases of permanent partial disablement of any limb are not specified in this table.</p>	<p>The amount payable per phalanx lost shall be calculated at one third of the percentage specified above for the finger concerned.</p> <p>Amount payable shall be assessed according to the seriousness of the disablement as compared with that of these actually specified.</p>
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- In case it is impossible to identify a compensation rate for a permanent disablement according to the above table, MSIG will determine a compensation rate based on consultancy with a medical expert.
- In case the Insured has a permanent disablement which is listed in different benefits payable, the amount payable to disablement with the higher (or the highest) compensation rate will be applied. Particularly, if the insurance benefit has been paid to total loss of a body part, no benefit will be paid to partial loss of such body part.

***b. Allowance in treatment period***

In case the Insured is injured and has to be absent from work for treatment as indicated by the treating physician, MSIG will pay an amount on a daily basis as specified in the Policy Schedule (whether later this injury is identified as permanent or not).

As of the occurrence of the injury, the amount and period of insurance payment will be based on the total amount specified in the Policy Schedule.

### SECTION 3 – GENERAL EXCLUSIONS

*(Applied to the main benefits and optional benefits)*

The following treatment, items, conditions, activities and their related or consequential expenses are excluded from this Policy wording and MSIG shall not be liable for:

1. Pre-existing medical conditions as defined. This exclusion shall not be applicable to the following cases:
  - 1.1. The pre-existing medical condition have been declared to and accepted by MSIG in writing
  - 1.2. The Insured has participated in this insurance program in 12 consecutive months and during this period, the Insured has not:
    - a. consulted any physician for medical treatment or advice (including check-ups), or
    - b. taken medication (including drugs, medicines, special diets or injections).
2. Special diseases as defined shall be excluded during the first year whether pre-existing medical condition exclusion is applicable or not. This exclusion shall not be applied to the following cases:
  - 2.1. For individual and family policies after 12 continuous months of cover, special diseases shall be eligible for benefits as specified in the Policy Schedule.
3. Home check-up or treatment services (except for nursing charge regulated in Policy Schedule) or treatments received in health hydros, nature cure clinics, spa, and nursing home.
4. Routine medical examinations or check-ups, including general health checks, gynecological examination, antenatal/prenatal and & post-natal check-up, newborn neo-natal care, inoculations, vaccinations and preventative medicines, normal eye tests, normal hearing tests, non-medical/natural refractive eye defects including myopia, presbyopia and astigmatism and any corrective surgery for non-medical/natural degenerative sight and hearing defects, medical certificates, examination for employment or travel.
5. All dental treatment except for emergency treatment following an accidental damage to sound, natural teeth. Artificial teeth or denture of any type. This exclusion is not applied if endorsement "Dental Care" is applicable.
6. Any type of treatment for beauty purpose, 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 Policy.
7. Treatment for sleep related breathing disorders (including snoring), fatigue, or stress.
8. Tests or treatment arising from or required in connection with: male and female birth control, any abortion performed due to psychological or social reasons, infertility and/or fertility and sterilization or its reversal, or any form of assisted conception, or treatment of impotence, or sex change, or any consequence or complications thereof.
9. Birth defects, congenital anomalies, genetic deformities or diseases, hereditary medical conditions with symptoms present at birth.
10. Costs related to pregnancy and childbirth of any type, except complication of pregnancy caused by accidents. This exclusion is not applied if the endorsement "Maternity care" is applicable.
11. Costs of providing, maintaining or fitting any external prostheses or appliances, corrective devices, hearing and/or visual aids, crutches, wheelchairs or other equipment.

12. Treatment of all mental illnesses and psychiatric disorders. However, MSIG shall pay for medical expenses for the first examination if the Insured takes out-patient treatment benefit and for in-patient acute treatment cases.
13. Chronic supportive treatment of renal failure, including dialysis. MSIG will, however, pay for the cost of renal dialysis incurred immediately pre and post operation in connection with Acute secondary failure when dialysis is part of intensive care.
14. Any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related Complex (ARC) and any other AIDS related conditions or diseases, venereal diseases, sexually transmitted diseases or any other related conditions.
15. Treatment of epidemics as announced by the competent authority, tuberculosis, malaria, leprosy.
16. Willful misconduct of the Insured or the beneficiary. Grave violation of law, regulation and other rule of the local authority or social bodies. For traffic law violations, this exclusion is only applicable to the Insured who rides, drives or race any kind of transportation with the blood alcohol level of over a specified level in the traffic safety law or other legally-prohibited drugs or stimulants.
17. The Insured is under treatment for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness from such abuse or addiction.
18. The Insured's act of fighting (unless such act can be proved that it is only a self-defense act), participation in or training for any sport activities, pastimes or adventurous or dangerous competitions or any form of race, any water activities, activities related to navy, military or air force.
19. Self-inflicted injury, suicide whether in state of or alertness or mental illness.
20. Risks with nature of disasters such as earthquakes, volcanic activities, tsunamis, radioactive contamination.
21. The Insured takes part in aviation activities other than as a licensed fare-paying passengers, participates in military rehearsals training, fights in armed forces.
22. Medical expenses arising from or required as a consequence of war, riots, invasion, acts of foreign enemy hostilities or warlike operations (whether declared or not), strike, 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 organization actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.
23. Medical expenses arising from or required as a consequence of chemical contamination or contamination by radioactivity from any nuclear fission, or from the combustion of nuclear fuel, asbestosis or any related condition.
24. Treatment or using medicine without prescription of physicians, treatment that is not scientifically recognized or is experimental.
25. General out-patient services other than an emergency out-patient treatment following an accident. This exclusion is not applied if the endorsement "Out-patient Treatment" is applicable.
26. Treatment outside the territory scope of chosen program which is stated in the Policy Schedule.
27. For the insurance benefit of Death, permanent total disablement due to accidents, MSIG shall not liable for paying the sum insured for accidents as a consequence of earthquake, volcanic activity, tsunami or in case the Insured participates in any dangerous activity as listed below:
  - Aqualung diving.
  - Boxing
  - Climbing (with the rope)
  - Hang gliding
  - Yachting beyond 5 kilometers of a coastline.

- Hurling
- Ice hockey
- Parachuting
- Any race
- Show jumping
- Skydiving.

## SECTION 4 – GENERAL CONDITIONS

### 1. Eligibility to insurance participation

The Insured shall be any Vietnamese or foreigner legally residing in the territory of Vietnam who is not more than 65 years old and does not suffer from mental illness or permanent disablement of 50% or more at the time of insurance participation.

Under 3-month-old infants is qualified for insurance from 15 days after the date of birth or hospital discharge, whichever is later, subject to MSIG's written approval based on the proposal form.

### 2. Effectiveness and renewal

#### 2.1. *Waiting period*

Insurance benefits shall be payable after the waiting period below from the effective date of insurance:

- 30 days for normal illness or diseases
- 60 days for miscarriage, abortion as directed by a physician, treatment of maternity.
- 365 days for childbirth.
- 365 days for special diseases, chronic diseases and pre-existing medical conditions.
- Continuously renewed Policies are automatically effective immediately after the Insured pays premium for the following period to MSIG.

The above waiting periods are not applied to Group Policies of 50 employees or more. If the Insured is subject to maternity treatment 60 days in advance or gives birth 365 days in advance, the amount payable will be calculated based on the rate between the number of days from the insurance validity to the occurrence of the insured event and 60 days or 365 days.

#### 2.2. *Effectiveness and renewal*

Insurance effectiveness shall commence from the date specified on the Certificate of Insurance or Policy Schedule. All premiums will be payable on or before the date of insurance effectiveness (or an agreed period for premium payment as specified by law).

At the end of the insurance period, based on compensation history of the Insured, MSIG is entitled to refuse renewal or adjust the conditions, sub-limits of insurance benefits stated in the Policy Schedule.

Continuously renewed Policies are automatically effective immediately after the Insured pays premium for the following period.

### 3. Termination and refund

3.1 Policies will be terminated in the first due date after the 65<sup>th</sup> birthday of the Insured. However, for continued Renewal Policies, the Policies will be ceased at the first due date after the 70<sup>th</sup> birthday of the Insured.

3.2 Where either party wants to cancel the Policy, it shall notify in writing to the other party no later than 30 days before the expected cancellation date.

+ For Group Policy: if the Insured no longer works for the Company/Organization being the Policy Holder and the representative requests for termination of insurance, MSIG will refund the premium based on the rate between the number of remaining days of the Policy and the number of days of the Policy provided that no claim has been made during the effective period of the Policy.

+ For Personal, Family Policy: upon request of the Insured, MSIG will agree to cancel the Policy provided that the Insured has made no claim during the insurance period and will refund 80% of the premium for the remaining period.

+ If MSIG requests for Policy termination, MSIG will refund the entire premium of the remaining period whether any claim has been made or not.

+ If the Insured or his/her representative has made any fraud or dishonest claim or any fraudulent act or intention of insurance fraud on any aspect to get insurance amount, the Policy will comply with current provisions of law.

+ The Policy is invalid in the following cases:

- The insurance buyer has no insured benefits;
- At the time of conclusion of the insurance policies, the subjects of insurance do not exist;
- At the time of conclusion of the insurance policies, the insurance buyer knows that the insured event has occurred;
- The insurance buyers or MSIG has misleading acts in conclusion of insurance policies;
- Other cases as specified by law.

#### **4. Addition of the Insured**

4.1. For Group Policy: MSIG will provide cover for the eligible Insured under the same Group Policy upon the request of the Policyholder and his additional premium payment which is calculated on proportional basis between number of effective days and the whole period of the principal Policy on or before the commencement of insurance effectiveness for these additions (or an agreed period for premium payment as specified by law).

4.2. For Family Policy: upon the request of the Insured or his legal representative, the Insured's eligible dependents shall be additionally enrolled under the Insured's Policy with program not more comprehensive than the program that has been taken by the Insured, provided that the Insured or his legal representative will pay for additional premium on proportional basis between number of Insured days and the whole period of the principal Policy on or before the commencement of insurance effectiveness for these additions (or an agreed period for premium payment as specified by law).

#### **5. Mistakes in age's declaration**

In case the insurance buyer's mistaken declaration of ages of the Insured results in increase of premium payable, but the exact ages of the Insured are still eligible for insurance, MSIG shall refund the excess part of the premium paid.

In case the insurance buyer's mistaken declaration of ages of the Insured results in decrease of premium payable, but the exact ages of the Insured are still eligible for insurance, the Insurer is entitled to:

- a) Require the insurance buyer to pay additional premium corresponding to the premium agreed in the Policy;
- b) Decrease the sum insured as agreed in the Policy by an amount corresponding to the premium paid.

#### **6. Extension of insurance period**

If the Insured has to be hospitalized due to the medical conditions covered by this Policy before the expiry date of the Policy, upon request of the Insured, the Policy may be extended until the date when Insured does not have to be hospitalized for such condition's treatment (maximum 30 days) or when the benefit limit is exhausted, whichever is the earlier.

MSIG shall not accept the change of scope of cover during the period of insurance.

#### **7. Examination**

MSIG shall have the right to examine any Insured through his medical representative whenever and as often as may be reasonably required within the duration of any claim. In addition MSIG shall have the right to request an autopsy in the case of death, where this is not forbidden by law or religious beliefs. All expenses arising in relation to inspection/verification upon MSIG's request shall be covered by MSIG.

#### **8. Short period premium**

Short period premium shall be calculated as follows:

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	100% full annual premium

#### **9. Clerical errors**

A clerical error by the Insurer shall not invalidate the policy otherwise validly in force, nor continue the policy otherwise not validly in force.

#### **10. Notice of assignment**

MSIG 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.

#### **11. Arbitration**

Any dispute related to this Policy wording will be negotiated and resolved by MSIG and the Insurance Buyer. If the parties fail to reach an agreement by negotiation, the parties are entitled to choose a method of dispute settlement among the followings:

- Within 30 days of the arising of the dispute, the dispute will be referred to the Vietnam International Arbitration Center for settlement in accordance with the principles of this Arbitration Center. The dispute will be handled by a council of 3 arbitrators selected by the parties. The arbitrators' decision is conclusive.
- The dispute will be referred to a competent court for settlement under the provisions of Vietnam law.

#### **12. Currency Exchange**

The payment of claim sums under this Policy shall be made by Vietnam dong with the currency exchange applied in compliance with the current regulations of Vietnam law.

#### **13. Contract Occurrence Limit**

In respect of following cases, MSIG's maximum aggregate liability shall not exceed the Contract Occurrence Limit VND110 billion or the aggregate of the amount of Compensation payable in respect of such Insured Persons whichever is the less; If the aggregate amount of all claims to Insured Persons travelling in one conveyance exceeds the Contract Occurrence Limit, MSIG's liability in respect of each of such Insured Persons will be a ratable proportion of the Benefits due in respect of that person.

Compensation events are specific such as all Insured Persons travelling in one aircraft or road transport vehicle or vessel.



## SECTION 5 – CLAIM PROCEDURES

### I. GENERAL PRINCIPLE

#### 1. Proof of Claim

For all claims, the Insured or Beneficiary must submit the following original documents in English or Vietnamese to MSIG within one (01) year from Insured event happening or sixty (60) days from the date of hospital discharge, treatment finish or death:

- a. Claim Form (according to MSIG form)
- b. Report of accident with confirmation of the workplace manager or the local authority or the police at the place of accident (in case of serious accident).
- c. Documents related to medical treatment and expenses: medical prescriptions, diagnosis note, hospital discharge note, treatment record, test results, surgical certificate (in case of surgical operation) and other documents related to the medical treatment. Payment documents such as invoice, bills or receipts should follow approved form of the Ministry of Finance.
- d. Death Certificate and the legal confirmation of the beneficiary or beneficiaries (in case Insured died).
- e. If the Physician needs to refer the Insured to a Specialist, Referral Letter by the Physician shall be required.

Time bound: within 15 working days from the date of receiving full original and valid documents, MSIG shall have responsibility in confirming Claim Settlement Advice to the Insured, his beneficiary or legal representative.

#### 2. Limitation of action

The limitation of action in respect to the Policy is 3 years from arising any dispute.

#### 3. General Claims Information (compensation)

All documents and materials, which are required by MSIG to support a claim, shall be provided freely to MSIG, prior to any claim being made.

In cases where medical information is required by MSIG for consideration of a claim but is not available, it will be Insured's responsibility to obtain such information from Insured's Medical Physician at Insured's cost.

#### 4. Other Insurance

This Policy will not provide the Insured benefits other than on a proportional basis if the Insured has any other in force Policy that entitles him/her to the Medical Expenses benefits from any other source in respect of the same Bodily Injury, Sickness, Disease, and Death.

### II. EMERGENCY CASES

#### 1. Request for Assistance

In case of emergency, the Insured or his/her representatives shall call MSIG upon the address information specified in the Policy.

Before MSIG can undertake any action, the Insured needs to furnish the followings:

- State the name, the Policy number and expire date of the Policy;
- State the place and telephone number where he/she can be reached;
- Give a brief description of the Insured's problem encountered and nature of help required;
- The name, address and phone number of the hospital where Insured has been taken;

- The name, address and phone number of the treating Physician, and the family doctor (if necessary).

## **2. Life Threatening Situation**

In a life-threatening situation, the Insured or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate means, and notify the MSIG as soon as practicable.

## **3. Hospitalization prior to notice to MSIG**

In any case of illness or bodily injury requiring hospitalization, the Insured or any person acting on his/her behalf must inform the MSIG within 24 hours from the time of occurrence. Failure to do so may entitle MSIG to invoice the Insured for the supplementary cost that has arisen out of the delay

## **III. ORDINARY TREATMENT CASES**

### **1. Direct Billing**

In case the Hospital or Medical Establishment where the Insured is given treatment and medical examination, belong to the Direct Billing System of the Policy, the Insured needs to take the following steps:

- Present Insurance Card, Identity card or Passport, birth certificate (if the Insured is a child) to the Hospital or Medical Establishment of Direct Billing System,
- Check the Claim Form which the Hospital or Medical Establishment provides after the treatment and sign it to confirm that Insured has received the Treatment stated,
- Settle any charges for the treatment in a Hospital or a Medical Establishment which is not covered by this Policy or exceeding the Insured limit.

### **2. Direct Settlement Prior to Claim Handling**

In case the Insured takes a treatment and medical consultation at a legally licensed Medical Establishment which is not included in the Direct Billing System of this Policy, the Insured will have to pay for all medical expenses and then send the full claim documents to MSIG (or its authorized party) for a reimbursement of the eligible expenses.

## SECTION 6 – COMPULSORY EXCLUSIONS

### 1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense caused by or contributed to by or arising from

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- any chemical, biological, bio-chemical, or electromagnetic weapon

### 2. War and terrorism

Notwithstanding any provision to the contrary within this Policy wording or any endorsement thereto it is agreed that this insurance excludes :

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

b. any act of terrorism including but not limited to

- the use or threat of force, violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or

c. any action taken in controlling, preventing, suppressing or in any way relating to a or b above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### 3. Sanction limitation and exclusion clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under

United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

#### **4. Asbestos Exclusion**

This Policy wording excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) asbestos, or

(b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

## **SECTION 7 – ENDORSEMENTS**

(The attachment is an integral part of the Policy wording the policy)

The following endorsements shall be effective only if stated in the Certificate of Insurance or the Policy Schedule.

### **1. Pre-existing medical condition and special disease**

This Endorsement is only applied subject to results of pre-existing medical condition examination and a premium loading quoted by MSIG.

When this endorsement is applied, clause 1 in of Section 3 “General Exclusions” shall be repealed.

### **2. Cancellation of waiting period**

When this Endorsement is applied, the waiting period for the following benefits shall be waived:

- Pregnancy
- Pre-existing disease and special disease
- Out-patient examination and dental care
- Death and permanent disablement due to illness, disease
- Other medical examination and treatment

### **3. Automatic increase or decrease of the number of Insureds**

This Endorsement shall automatically cover any eligible new employee of the Insured of which the insurance value does not exceed 25% (or another rate specified in the Policy Schedule) the corresponding insurance value of the employee group with the same occupation according to the registered list and shall automatically stop insurance for any employee terminating the labor contract with the Insured, provided that the Insured shall give quarterly notices (or other period specified in the Policy Schedule) to MSIG of detailed information about its employees and premium to be adjusted at the end of insurance period.

### **4. Sport activities**

This Endorsement is extended to cover any consequences to the Insured while participating in sport activities as a form of non-professional entertainment.

### **5. Poisoned foods or drinks**

This Endorsement covers bodily injuries arising from or caused by poisoned foods or drinks. MSIG’s responsibilities under the Endorsement shall not exceed the amount of insurance specified in the Policy Schedule for an accident/person in any case.

Provided that Endorsements, Conditions and Exclusions mentioned in the Policy wording are followed.

### **6. Hijacking**

This Endorsement is extended to cover injuries caused by illegal appropriation acts, unauthorized implementation or control of any aircraft or ship or other normal passenger transport vehicles licensed, in which the Insured is a booking passenger, provided that such Injury is not originated from the Insured’s participation in or initiation of these activities.

### **7. Choking smoke, toxic gases, gas and drowning**

This Endorsement is extended to cover any consequences to the Insured due to choking smoke, toxic gases, gas and drowning which shall be supposed injuries to the Insured, provided that such injuries shall not deliberate or intentional acts of the Insured.

#### **8. Advance compensation**

This Policy wording is extended on the basis of the Insured's request, advance compensation procedures for any loss covered under this Policy wording shall be made to the Insured at the times agreed by the two parties, knowing that this advanced payment shall be deducted from the advance compensation agreed finally.

#### **9. Extended treatment insurance subject to advice of private doctor for out-patient treatment**

This Endorsement is only applied subject to results of pre-existing medical condition examination and a premium loading quoted by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

#### **10. Gynecological disease examination and treatment extension**

This Endorsement is only applied to the Insured who is female from 18 to 45 years old subject to results of pre-existing medical condition examination and a premium loading quoted by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

#### **11. Medical expenses incurred for treatment under oriental medicine and chiropractic methods**

This endorsement shall apply only subject to the results of pre-existing condition examination and adjustment of loading by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

#### **12. Assault or murder**

Any circumstance happening to the Insured and occasioned by the Insured being indeliberately a victim of an assault or murder shall be deemed as an Injury suffered by the Insured provided that MSIG shall not be liable for any claim for any injury arising from or in connection to the willful participation of the Insured in such act.

#### **13. Eye examination and treatment**

This endorsement shall apply only subject to the results of pre-existing condition examination and adjustment of loading by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

#### **14. Routine medical examinations or check-ups**

This endorsement shall apply only subject to the results of pre-existing condition examination and adjustment of loading by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

#### **15. Prenatal check-up**

This endorsement shall apply only when Maternity Care and Out-Patient Treatment Benefits are selected. The limitation on number of check-ups and the limit of liability are specified in the Policy Schedule.

## **16. Strikes, riots and civil commotions clause**

This Policy is extended to cover any death, injury or medical expense resulting from any strikes, riots and civil commotions. In this clause, injury is directly caused by:

- a) any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance (whether such act is related to strikes or riots which results in a lock-out or not);
- b) any act of any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof;
- c) any willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace;
- d) any act of any authority for the purpose of preventing or attempting to prevent any act as referred above or minimizing the consequences thereof.

## **17. Accident due to robbery**

It is hereby agreed that this Policy wording is extended to cover death, injury or medical expenses caused by any robbery or unlawful act of any passenger on a flight or vessel or other common vehicles on which the Insured is a ticket passenger, provided that the Insured does not participate in or provoke such act.

## **18. Occupational diseases**

It is hereby agreed that this Policy wording is extended to cover death, injury or medical expenses caused by any occupational disease that the Insured suffers during his employment with the Policy Holder.

An occupational disease is a disease caused by harmful effects of working conditions of the Insured according to legal regulations.

## **19. Disappearance**

In case the Insured disappears as prescribed by laws, MSIG shall deem that the Insured is dead and shall pay death benefit under this Policy provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to MSIG if the Insured is subsequently found to be living.

## **20. Underwater activities**

This endorsement shall apply only subject to the results of pre-existing condition examination and adjustment of loading by MSIG.

When this endorsement is applied, clause 1 of Section 3 "General Exclusions" or contents of related sections shall be repealed.

## **21. Arrangement and Payment of Repatriation of Mortal Remains**

The Assistance Company authorized by MSIG shall, upon receipt of the authorization from MSIG, arrange for transporting the Insured's mortal remains from the place of death to the Insured's residence of the Socialist Republic of Vietnam or his/her Home Country in the Territory Scope of chosen Program or arrange for local burial at the place of death as requested by the Insured's family and with MSIG's approval. MSIG shall pay for all expenses reasonably and necessarily incurred in such transportation or alternatively pay the cost of burial at the place of death so arranged by the Assistance Company.

## **22. Emergency Medical Evacuation and Repatriation**

The Assistance Company authorized by MSIG shall arrange for transportation and medical care during transportation by all means, communications and all usual ancillary services required to move the Insured in a Serious Medical Condition as defined hereunder to the nearest hospital where appropriate medical care is available in the Territorial scope for the chosen plan. MSIG shall pay for the medically necessary expense of such transportation and all usual ancillary charges incurred in such services so arranged by it and extended to cover for economy class airline return ticket for one other person to travel with the Insured as an escort.

The Assistance Company retains the absolute right to decide whether the Insured's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. In addition, it also reserves the right to decide the place to which the Insured shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which it is aware at the relevant time.

MSIG shall pay for necessarily and unavoidably incurred for the return of the Insured in the Territory Scope of the chosen Program. Medical expense of subsequent in-hospital treatment at a location inside or outside the territory of the Socialist Republic of Vietnam shall also be covered in the Hospital Miscellaneous expenses of the Policy.

MSIG reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which it is aware at the relevant time.

*(These endorsements are subject to MSIG's operational assessments and business strategy)*