

MSIG INSURANCE (VIETNAM) COMPANY LIMITED

**HEALTHCARE INSURANCE POLICY
(Golden Plan)**



DEFINITIONS

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.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of in conjunction with any organization(s) or governments(s), committed for political, religious ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Acute

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

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.

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
- Necessity to explain for the patient to adapt

Co-Insurance

The percentage of the total value of the incurred expenses for which the Policyholder/Insured is responsible for payment.

Congenital Anomaly

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

Date of Entry

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

Day-patient Treatment

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

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 dependant 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.

Eligibility

The insurable person is any Vietnamese or Foreigner residing legally within the territory of Vietnam who is not more than 72 years old and does not suffer from mental illness or permanent disability from 80% and above.

Newborn children shall be eligible for insurance from fifteen (15) days after the date of birth or the date of discharge from the hospital, whichever is later, subject to MSIG'S written confirmation of acceptance following the insurance application.

Eligible Expenses

Eligible Expenses are reasonably and customarily expenses incurred for medically necessary treatment provided to an Insured for injury, sickness or disease.

Excess

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.

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.

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

Any medical establishment which is legally licensed as a medical or surgical hospital in the country in which it is located.

Medial 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.

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.

Illness or Disease

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

Permanent Total Disablement

It refers to a completely physical and mental alteration of the Insured to the extent that he is unable to meet personal, social or occupational demands, or to meet any statutory or regulatory requirement.

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.

Insured

An individual 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 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.

Maximum Limit

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.

Medical Condition

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

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.

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 lineal relative of the Insured. A physician may be recognized as a Consultant or a Specialist.

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.

Prescribed Drugs

Medication which is prescribed and instructed by a Physician and excludes items which may be purchased without a Physician's prescription.

Place of Residence

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

Reasonable and Customary Charges

Shall mean the 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.

Serious Medical Condition

Shall mean a condition which in the opinion of the 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.

Special Diseases

Under this Policy, 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 mellitus
- f. Parkinson disease

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.

Sub-limits

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

Treatment / Medical Treatment

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

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.

The Policy

Shall mean the contract of insurance between MSIG and the Policyholder providing cover as detailed in the Policy Schedule. The Policy comprises of The Application Form, the Policy Schedule and/or the Certificate of Insurance and other relevant documents.

Professional sport activities

Shall mean the sport activities that provide the Insured with major and frequent earnings.

SCOPE OF COVER

This Policy will cover for Medical Expenses and Emergency Medical Transportation Expenses incurred due to accident, disease, illness during the Policy Period

I. MEDICAL EXPENSES BENEFITS

The Benefits mentioned in the Policy Schedule are provided to the Insured following a Medical Condition as defined herein during the Period of Insurance.

Upon receipt of Proof of Claim, MSIG will pay the Benefits incurred under the Policy based on the Policy sub-limits up to the Maximum Limit shown in the Certificate of Insurance or Policy Schedule. The Benefits are limited to the actual, customary, necessary, and reasonable expenses.

The legal representative of the Insured shall have the right to act for the Insured who is incapacitated or deceased. Benefits are payable to the Insured, his legal representative or executor or to the licensed providers of the Insured medical treatments and/or care and/or services to the Insured. MSIG may appoint independent claim administrators to settle claims on its behalf.

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

1. 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 such as telephone calls, newspapers, guest meals or cosmetics...

MSIG shall not pay this Benefit if the treatment would normally be provided as out-patient treatment according to medical practice.

2. Intensive Care Unit

Treatment 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 but not limited to the following costs:

- a) Drugs and medicine consumed whilst in hospital confinement;
- b) Ordinary splints and plaster casts;
- c) Laboratory examinations;
- d) Electrocardiograms;
- e) Physical therapy;
- f) X-ray therapy, radium therapy, radium and isotopes;
- g) X-ray examination;
- h) Intravenous infusions;

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

4. Pre - hospitalization Treatment

MSIG pay for Doctor Consultations and Diagnostic procedures necessarily taken and directly relating to an eligible 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 diagnosis are performed within 30 days prior to the hospital admission.

5. Post - hospitalization Treatment

MSIG shall pay for Follow-up Treatment prescribed by the attending doctor immediately following discharge from a hospital where Hospitalization treatments were received. Follow-up treatment include consultations with a Physician, lab tests, examination, prescribed medicines and shall be performed within 90 days from the hospital discharge.

6. Home Nursing

MSIG shall pay for the nursing care services of a legally licensed nurse in the Insured's abode when prescribed by a Physician for medical as distinct from domestic reasons immediately following a covered In-Patient stay in the hospital. The treatment period is limited to a maximum period of days as stated in the Benefit Schedule.

7. Surgical Operation

MSIG shall pay for medical expenses for surgical procedure, operating theatre, surgeon, physicians and anesthetist fees for the purpose of carrying out anaesthesia 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.

8. 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.

9. 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 Serious Medical Conditions.

10. 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.

11. Complication of Pregnancy due to Accident

If the Insured sustaining a complication of pregnancy including miscarriage due to an Accident, 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.

12. Acute Mental Disorder

MSIG pay for In-patient treatment in recognized psychiatric unit of a Hospital in acute circumstance of mental disorder. All treatment under this Benefit must at all times be administered under the direct control of a registered psychiatrist. This benefit is not available in Plan 1.

13. Daily Allowance Benefit

Where the Insured receive treatment for an eligible medical condition as an In-patient, MSIG will pay in-patient cash benefit shown in the Benefit Schedule per night up to maximum 20 nights per Policy period.

II. EMERGENCY ASSISTANCE AND MEDICAL EVACUATION

1. Arrangement and Payment of Emergency Medical Evacuation

MSIG shall pay for the medically necessary expenses of transportation and medical care during transportation by all means, communications and all usual ancillary services required to move the Insured when 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, and extend to pay for economy class airline return ticket for one other person to travel with the Insured as an escort.

MSIG retains the absolute right to decide whether the Insured's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. It further 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.

2. Arrangement and Payment of Repatriation following Emergency Medical Evacuation

MSIG shall pay for the expenses necessarily and unavoidably incurred due to the return of the Insured in the Territory Scope of chosen Program. The medical expense of subsequent In-Hospital treatment in a place inside or outside the Socialist Republic of Vietnam will 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.

3. Arrangement and Payment of Repatriation of Mortal Remains

MSIG will pay for all expenses reasonably and unavoidably incurred 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 for local burial at the place of death as requested by the Insured's family and with MSIG's approval.

4. Guarantee of Medical Expenses Incurred During Hospitalization & Monitoring of Medical Condition during Hospitalization

If the Insured is treated in the hospitals which already have a direct billing agreement with MSIG (or its authorized party), all medical expenses entitled to insurance cover will be paid directly to the hospital by MSIG.

If the Insured is treated in hospitals which have not a direct billing agreement with MSIG, the Insured should settle any incurred expenses on leaving the hospital.

GENERAL EXCLUSIONS

(Applied to the Insurance Policy and all Endorsements)

The following treatment, items, conditions, activities and their related or consequential expenses are excluded from this Policy 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 diseases have been declared to and accepted by MSIG in writing
 - 1.2 All Pre-existing Medical Conditions will become eligible for Benefits after 12 months of continuous cover under this Policy, provided that the Insured during that 12 months have not:
 - a. consulted any Doctor for medical treatment or advice (including check-ups), or
 - b. taken medication (including drugs, medicines, special diets or injections).
 - 1.3 Group Policy covering a minimum of 50 Insured employees
 - 1.4 Group Policy covering from 10 to 49 employees, provided that Endorsement 6 "Pre-existing Disease" is applied.
2. Special diseases as defined shall be excluded during the first year whether pre-existing disease exclusion is applicable or not. This exclusion shall not be applied to the following cases:
 - 2.1 Group Policy covering a minimum of 50 employees.
 - 2.2 For individual and family Policy after 12 continuous months of cover, special diseases shall be eligible for Benefits as specified in the Schedule.
3. Home check-up or treatment services (except for nursing charge regulated in Benefit Schedule of this Insurance Policy) or treatments received in health hydros, nature cure clinics, spa, sanatorium, nursing home or long term care facility or similar establishment.
4. Routine medical examinations or check-ups, including, but not limited to general health checks, gynaecological 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 directly or indirectly 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 Endorsement "Pregnancy and Childbirth" 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 equipments.
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 if the Insured takes Plan IP2, Plan IP3 and Plan IP4 programs.

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. 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 80 mg/100 ml of blood or 40 mg/1l of atmosphere using other legally-prohibited drugs or stimulants.
16. The Insured is under treatment for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such abuse or addiction.
17. The Insured's act of fighting, unless such act can be proved that it is only a defense against an attack, participation in or training for any professional sport activities or any form of professional race or competition.
18. The Insured takes part in aviation activities other than as a licensed fare-paying passengers, participates in military rehearsals training, fights in armed forces.
19. Medical expenses directly or indirectly 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.
20. Medical expenses directly or indirectly 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.
21. Treatment or using medicine without prescription of doctors. Treatment that is not scientifically recognized or is experimental in nature.
22. General Out-patient Services other than an emergency Out-patient treatment following an accident. This exclusion is not applied if Endorsement "Out-patient Treatment" is applicable.
23. Treatment outside the Territory Scope of chosen Program which is stated in the Policy Schedule.

GENERAL CONDITIONS

1. Commencement and Renewal

Insurance shall commence from the date specified on the Certificate of Insurance or Policy Schedule. All premiums will be payable on or before the Commencement Date (except for other agreement) stated on the Policy Schedule.

The Policy will be renewed on expire date subject to the Policy's terms/conditions applied at the time of renewal and any special condition which the Insurer applies particularly to the renewal Policy of the Insured.

2. Cancellation

2.1 Insurance Policy will be ceased in the first due date after the 70th birthday of the Insured. However, for continued renewal Policy, the Policy will be ceased at the first due date after the 72nd birthday of the Insured.

2.2 MSIG shall be entitled to cancel the insurance at any time without claim settlement or refund of premium if the Insured or anyone acting on behalf of the Insured has at any time misled MSIG by misstatement, false declaration, false claim, or any fraudulent means or devices to obtain benefits under this Policy.

2.3 MSIG does not accept the Policy's cancellation after Certificate of Insurance or Insurance Card is issued (except for other agreement).

2.4 For Group Policy: if the Insured no longer works for the Company/organization which is a Policyholder and a request on Policy cancellation is made by its representative, MSIG will refund premium on proportional basis between number of the remaining effective days and whole period of the Policy.

2.5 For Individual and Family Policy: in case of legitimate reason, the Insured may request MSIG to cancel the Policy provided that no claims have been made during Policy period. Refunded premium shall be referred to a Short Period Premium Tariff.

3. Addition of the Insured

3.1 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 Policy.

3.2 For Family Policy: upon the request of the Insured or his legal representative, the Insured's eligible dependants 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.

4. The mistake in Age's declaration

If the declaration of age is not correct with the Insured's actual age, causing:

4.1 Shortage of paid premium to MSIG in comparison with the premium payable for the actual age, Insured benefit will be compensated on proportional basis between paid premium as stated in the Policy Schedule and correct premium, and the Insured has to pay MSIG the difference of premium immediately.

4.2 Overpayment to MSIG and any extra premium which the Insured paid to MSIG because of the mistake in age declaration shall be refunded without interest rate.

5. Extension of the Insurance Period

If the Insured has to be hospitalized due to the medical conditions covered by this Policy before the expiry date of 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 Policy's Scope of Cover during the period of insurance.

6. 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.

7. Alterations

This Policy may at any time be amended and changed subject to written agreement between MSIG and the Insured. Any amendment to this Policy shall be binding on both parties since the effective date of the amendment. However, no alteration on the Policy's Scope of Cover shall be accepted by MSIG during period of insurance.

No amendment in this Policy shall be valid unless it is approved and endorsed hereon by an authorized representative of MSIG.

8. Short Period Premium

The Short Period Premium is:

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 Error

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

10. Notice of Trust or 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. Subrogation

By accepting any payments of benefits under this Policy, the Insured agrees that MSIG shall be subrogated to all claims, demands, actions and rights or recovery of the Insured against any third party or any insurer to the extent of any and all payments made or to be made hereunder by this Policy.

12. Arbitration

Any difference in respect of medical opinion in connection with the treatment of an accident or illness shall be settled between two (02) medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an (01) umpire who shall have been appointed in writing by the two medical experts at the outset. Should the two medical experts fail to agree despite the mediation of the umpire, then the decision of the umpire shall be final and binding.

13. Legal Proceedings

No action in law or in equity shall be brought to recover under the Policy prior to the expiration of sixty (60) days after proof of claim has been furnished or after the expiration of thirty (30) days from which the Insurer made the decision on the settlement of the claim. Nor shall any such action be brought at all unless commenced within two years from the date of such claim.

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.

14. Currency Exchange

The Parties agree that, according to this provision, premium and claim sums basing on the regulations of the Policy can be paid in different currency with defined currency in the Policy. The selling exchange rate of Vietnam Foreign Trade Bank will be applied at time of settling premium or handling claim.

In case of premium adjustment, the exchange rate is also applied as above. This regulation of currency exchange must be in compliance with the Socialist Republic of Vietnam Law.

15. 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 Organisation(WHO) or Health Authority in Vietnam or Government of Vietnam where the losses manifest themselves.

CLAIM PROCEDURES

I. GENERAL PRINCIPLE

1. Proof of Claim (applied for the Basic Cover and all Endorsements)

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. 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.

3. Co-Ordination of Benefits/Other Insurance/Third Party Recovery

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

MSIG must be informed without delay of circumstances where a claim against a Third Party can be made. The recipients of benefits shall at the request and at the expenses of MSIG, permit and authorize MSIG to exercise any rights and remedies for the purpose of enforcing all reasonable and necessary action of obtaining indemnity from other parties whom MSIG is entitled or shall become entitled under the subrogation agreement between the Insured and MSIG.

II. EMERGENCY CASES

1. Request for Assistance

In case of emergency, the Insured or his/her representatives as soon as practicable shall call, one of the following centers:

Alarm Center	Address	Telephone No.	Fax No
Hanoi	10th Floor, CornerStone Building, 16 Phan Chu Trinh Str, Hoan Kiem Dist., Hanoi, Vietnam	(84) 4 39369200	(84) 4 39369187
Ho Chi Minh City	19th Floor, Vincom Center, 72 Le Thanh Ton Street, Dist. 1, HCMC, Vietnam.	(84) 8 38219030	(84) 8 38219029

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.

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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 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
- Physiotherapy, radiotherapy, heat therapy or phototherapy prescribed by a physician

2. DENTAL CARE

(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 of USD 1,000/person/year:

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. MATERNITY CARE

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

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

3.2 For group Policy, this benefit will be payable 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 haemorrhage)
- 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.

4. 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.

This Endorsement is not applied to the Insured from 70 year old or above.

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

5. PERSONAL ACCIDENT

a. Scope of Insurance

This Endorsement shall cover for death or permanent disablement due to accident occurring within 24 hours a day.

The Benefits shall be payable according to the Table of Compensation Scale in page 22.

This Benefits shall be payable for death or disablement occurring within 24 calendar-months due to accident, provided that the cause of such accidental death or disablement arises during Period of Insurance. The benefits shall be payable according to Policy Schedule being valid at the moment of happening accident.

b. Additional exclusions

b1. MSIG shall not be liable for paying benefits in this Endorsement in case the Insured participate in any dangerous or hazardous action as follows:

- 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.

b2. Accidents as consequence of earthquake, volcano, tsunami, cyclone

6. PRE-EXISTING DISEASE



This Endorsement is only applied to Group of 10 employees or more enrolled in a company's Policy subject to results of pre-existing disease underwriting and a premium loading quoted by MSIG.

In consequence of the application of this Endorsement, Point 1 in "GENERAL EXCLUSIONS" shall be cancelled.

TABLE OF COMPENSATION SCALE

(Applicable to Endorsement 5. Personal Accident)

Insured Events	Compensation (Percentage (%) of Sum Insured)
Death	100%
Permanent Total Disablement: <ul style="list-style-type: none"> - Loss of or loss of sight of two eyes - Total and incurable mental disorder - Loss of two arms or two hands - Total loss of hearing in both ears - Functional impairment of chew - Loss of one arm and one foot or one arm and one leg or one hand and one foot. - Loss of two legs or two feet. 	100%
Permanent Partial Disablement <ul style="list-style-type: none"> - Permanent and total loss of hearing in both ears - Permanent and total loss of hearing in one ear - Loss of speech (dumb) - Loss of or loss of sight of one eye 	70% 20% 50% 50%
Loss by physical severance or permanent and total loss of use of: <ul style="list-style-type: none"> - Hand from shoulder - Leg from hip - Both phalanges of great toe - One phalanx of great toe - Any other toe - Both phalanges of thumb - One phalanx of thumb - Index finger - Middle finger - Ring finger - Removal of lower jaw by surgical operation - Loss of part of a finger 	50% 50% 10% 03% 02% 25% 10% 15% 10% 08% 25%
Any Permanent Partial Disablement not specified	The amount payable per phalanx lost shall be calculated at one third of the percentage specified above for the finger concerned. Amount payable shall be assessed according to the seriousness of the disability as compared with that of these actually specified.