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NEW FLEXI
HEALTHCARE INSURANCE POLICY WORDING

SECTION 1 – DEFINITIONS

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

1. Insurance Company/ Insurer
MSIG Insurance (Vietnam) Company Limited ("**MSIG**").

2. Insured
An individual who meets the eligibility conditions for insurance as specified in the insurance contract, listed in the Insured list, and accepted for coverage by MSIG.

3. Policyholder / Buyer of Insurance
An organization or individual in Vietnam with insurable interests as prescribed by law, entering into an Insurance Policy with the Insurer, and paying the insurance premium. The Policyholder may also be the Insured or the Beneficiary.

4. Beneficiary
An organization or individual appointed by the Policyholder or the Insured to receive insurance benefits under the insurance contract.

5. Sum Insured
The maximum amount payable by MSIG to the Insured in respect of a covered event.

6. Insurance Period
The period from the inception date to the expiry date of the Insurance policy as stated in the Policy Schedule or the Insurance Certificate, or an earlier date in case of cancellation of the insurance contract, if any.

7. Age
Age of the Insured on the inception date of the insurance contract as of the birthday immediately preceding the inception date of the insurance contract.

8. Accident
Any sudden and unforeseen event caused by an external, strong and visible means during the effective Policy Period, directly resulting in Bodily Injury or Death of the Insured and occurs beyond the Insured's control.

9. Acute
A medical condition that, as assessed by the physician, is of sudden onset, can be potentially worsen, and requires emergency treatment and care, excluding any Serious Health Condition.

10. Serious Health Condition
A critical health condition that, as assessed by the physician, is life-threatening and requires emergency treatment to prevent death or serious impact on the current and long-term health condition of the Insured.

11. Bodily Injury
An injury which is caused solely by an accident during the Policy Period which results in the Insured's loss of body part, loss of legal capacity, disability or other physical injury.

12. Total Permanent Disability
Any disability which for fifty-two (52) consecutive weeks immediately following an accident entirely prevents the insured person from attending their usual occupation if employed, or performing any kind of employment, and that is beyond reasonable hope of improvement.

13. Chronic
A medical condition that, in the opinion of a physician, is characterized by at least two of the followings:
- Lasting more than three months, cannot be completely cured by medication or vaccines, and does not reheal on its own.
- Possibility to leave sequelae.
- Requires long-term treatment and care.

14. Co-insurance
An amount that the Insurer, the Insured jointly pay 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 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. Any applicable co-insurance shall be specified in detail in the insurance contract.

15. Congenital Anomaly (Birth Defect)
A prenatal disease exists and is related to genetic deformities and disorders.

16. Day-patient treatment
A medical treatment in which the Insured is hospitalized, incurring bed and medical treatment expenses, and the duration of hospitalization is less than 24 hours.

17. Dependants
A husband/wife (excluding those divorced) and/or children, including illegitimate children, step-children and legally adopted children, who are dependents 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 not yet married). All dependants must be named as Insureds in the insurance contract.

18. Group Policy
Policy issued to a group of Insureds (at least three (3) people) and being Insured under the same insurance benefits. The Policyholder shall be a company, association, or other organization.

19. 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, rehabilitation centers for alcoholics or drug addicts, sanatorium, nursing homes or elderly care facility. Any medical treatment must be under the constant supervision of a Physician.

20. Medical Establishment
A legally recognized medical examination and treatment establishment which is licensed by the State/Government 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.

21. 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 treatment. In case the hospital customarily does not provide these forms, a medical report clearly states the admission time and discharge time is still accepted. A hospitalization day unit is calculated as the discharge date minus the admission date or based on the bed unit, whichever is lesser.

22. Illness, Disease
An abnormal medical condition or functional deformities of one or more body's organ(s) shown by symptoms or syndromes, with diagnosis from the physician.

23. In-patient treatment
Medical treatment for an Insured who is required to be admitted in a Hospital for necessary treatment and stays in a hospital for at least 24 consecutive hours.

24. Surgical Operation
A scientific method to treat injuries or diseases which are undertaken by legally licensed surgeons through manual operations with medical instruments or equipments in a Hospital, including the following surgical operations and/or procedures listed in the Endorsements enclosed hereto such as open surgery, laparoscopic surgery, laser surgery, minor surgical procedures using appropriate anesthesia or sedation for treatment purposes. The list of surgical operations/minor surgical procedures shall follow the current regulations of the Ministry of Health or the local authority.
There are two types of surgical operations:
a. In-patient surgery: means surgery requiring the Insured to stay in the hospital for at least 24 consecutive hours.
b. Day-patient surgery: means surgery where the Insured is discharged within 24 hours.

25. 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.

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

27. Out-patient treatment
Medical treatment given to the Insured due to illness, sickness or accident at a Hospital or a recognized Medical establishment where the Insured is not hospitalized.

28. Physician
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.

29. Pre-Existing Medical Condition
Any injury, disease, or medical condition of the Insured that has been diagnosed or treated by a Physician prior to the effective date or the (most recent) reinstatement date of the Insurance policy; or any specific signs or symptoms that first appeared within 36 months prior to the effective or reinstatement date, which the Insured was aware of, regardless of whether medical consultation or treatment was sought.

30. Prescribed Medications
Medications which are prescribed and instructed by a Physician, and according to legal regulations, excluding functional foods, cosmeceuticals, cosmetics, minerals, supplements, or vitamins that are not listed in the Ministry of Health's list of treatment medicines. However, the insurer will consider covering for vitamins, supportive treatment medications with costs not exceeding the cost of treatment medicines, when the following conditions are met:

- These vitamins are prescribed by the treating Physician.
- These vitamins support the treatment of illness, disease, or injury.
- The prescription must include treatment medicines .

31. Medical expenses
Necessary and reasonable medical expenses incurred under a Physician's prescription, arising when the Insured requires treatment for illness, disease, accident, or complication of pregnancy within the scope of coverage.

32. Serious Medical Condition (Emergency)
A condition which in the opinion of a Physician and/or MSIG constitutes a serious medical condition 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.

33. 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 mellitus
f. Parkinson's disease

Details of special diseases shall be specified in the Appendix on Special Diseases (if applicable).

34. Detailed Limits (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.

35. Treatment/ Medical Treatment

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

Expenses for diagnostic imaging, laboratory tests, and functional assessments incurred during medical consultations for the purpose of screening or early detection are not covered under the insurance policy. However, MSIG will reimburse these medical expenses for the initial consultation.

36. 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.

37. Insurance Policy/ Policy/ Insurance Contract

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

38. Professional sport activities

The participation of the Insured person in organized sporting activities in the form of competition, training, or performance for the purpose of earning income, receiving remuneration, prize money, sponsorship, or any form of financial benefit, including but not limited to:

- Participation in professional or semi-professional sports competitions organized by sports organizations, federations, or clubs.
- Engagement in paid sports training or performance activities.
- Entering into contracts with professional sports organizations or receiving sponsorships for competition purposes.

39. Newborn Care

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

40. Waiting Period
A period during which insurance events will not be covered by the Insurer for certain specific insurance benefits. The waiting period applicable to any benefit shall be stated in the Policy / Certificate of Insurance corresponding to such benefit.

41. A Visit

Each time a patient is clinically examined by a Physician, undergoes tests, diagnostic imaging, or other exploratory procedures, and/or uses prescribed treatment medications as directed by a Physician at licensed medical establishment for the purpose of diagnosing and treating an illness or injury, regardless of whether the visit concludes in one day or spans multiple days.

Detailed limits for a visit (if applicable) will be specified in the Policy/Certificate of Insurance.

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, disease, complication of pregnancy during the Insurance Period.

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, complication of pregnancy as prescribed by a Physician are covered hereby.

Benefits are payable to the Insured, his/her 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 the explanation for main benefits of this policy wording. The details of Sum Insured for each benefit in different plans are stipulated in the Benefit Schedule.

1. Daily Hospital Room and Board
MSIG shall pay for charges for hospital room and board, maximum to be the fee charged for a standard single room (excluding private room, VIP room and other equivalent room types) 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).

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.
The limit on the number of days the Insured can receive this benefit will be clearly stated in the Insurance policy. In any case, this number will not exceed 150 days per year.

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

For laboratory test or diagnostic test such as X-rays, MRI, CT and PET scans, diagnostic test: it must be recommended by the attending physician to help determine or assess the Insured's medical condition and carried out in a hospital as part of hospitalization treatment.

4. Pre-hospitalization Treatment

MSIG will cover the cost of a single visit of necessary consultations, diagnosis, examinations taken and directly relating to the Insured's medical condition requiring immediate hospitalization, and the findings of the diagnosis are the basis for the attending physician to conclude that the hospitalization treatments are necessary. The number of pre-hospitalization days will not exceed the limit specified in the Insurance Certificate prior to the admission.

5. Post-hospitalization Treatment and Home Nursing

MSIG shall pay for the cost of discharge prescriptions and one follow-up visit prescribed by the attending physician for the illness or injury that required the Insured's hospitalization, including: follow-up consultation fees, laboratory examinations, prescribed medicines and shall be performed within 90 days from the date of discharge.

MSIG shall pay for the cost of medical care services provided by a legally licensed nurse to the Insured immediately after discharge at the Insured's residence, as prescribed by the attending Physician for medically necessary reasons. 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 in-patient or day-patient surgery as defined, including costs for surgical procedures, operating room, surgeons, physicians and anesthetist fees and standard charges. 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.

8. Emergency Treatment
MSIG shall pay for charges for emergency services provided for serious medical condition as defined and performed in a consulting room or emergency room of a Hospital or legally Medical Establishment immediately following an Accident or Acute illness.

9. Emergency Accidental Dental Treatment
If an Insured who sustains injury by an Accident giving rise to emergency dental treatment to whollysound 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 payableby 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 **s**ustains 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 do not exceed the sum stated in the Certificate of Insurance and/or the Benefit 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.

The limit on the number of days the Insured can receive this benefit will be clearly stated in the insurance policy. In any case, this number will not exceed 150 days per year.

II. OPTIONAL BENEFITS

The following optional benefits shall be covered only when they are stated in the Certificate of Insurance.

1. Out-patient treatment

MSIG shall pay Insured for out-patient treatment expenses arising from illness, disease, accident, including:

- Consultation fees.
- Prescribed medicines.
- Laboratory tests, diagnostic, and treatment expenses as prescribed by a Physician.

- Medical aids that are necessary as part of treatment for broken limbs or injuries (including but not limited to plaster casts, bandages) as prescribed by a Physician.
- Treatment using recognized therapeutic methods.
- Other expenses that MSIG agrees to pay.

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:

- Check-up and diagnosis fee.
- Tooth cleaning.
- Normal fillings (amalgam or composite, or other methods with equivalent expenses).
- Extraction of decayed teeth.
- Extraction of impacted, teeth covered by gums, or un-erupted teeth.
- Extraction of tooth root.
- Subgingival scaling (deep cleaning below the gumline).
- Apicoectomy.
- Root canal treatment.
- Gingivitis, periodontitis.

3. Maternity Care

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

This benefit is payable after the waiting period of 365 days since the date this benefit is applied, unless otherwise agreed and expressly stated in the Certificate of Insurance/Benefit schedule/Insurance contract.

a. Complication of Pregnancy and Childbirth

MSIG will pay expenses for a medical condition which arises during the prenatal period, or childbirth that requires a recognized obstetric procedure. Cesarean section is covered only if deemed medically necessary by a Physician, does not include elective cesarean section (or repeat cesarean delivery resulting from a prior elective procedure).

Complication of Pregnancy and Childbirth include the following cases:

- Miscarriage or intrauterine fetal death.
- Hydatidiform mole.
- Ectopic pregnancy.
- Post-partum hemorrhage.
- Retained placenta after delivery.
- Therapeutic abortion.
- Complications resulting from any of the above conditions.

b. Normal Pregnancy and Childbirth

MSIG will pay for medical expenses rising from normal pregnancy and childbirth, including antenatal check-ups, delivery costs, hospital charges, specialist's fee, antenatal and postpartum services for the mother at the Hospital, aesthetic suturing of the episiotomy incision after childbirth.

c. Newborn Care

MSIG will pay for medical expenses arising from taking care of infants under 3 months of age, within the benefit limits specified in the Benefit Schedule.

4. Death, total permanent disability due to illness, disease, maternity

This optional benefit shall cover for death or total permanent disability arising from illness, disease, maternity occurring during the insurance period, except for exclusions as stated in this Policy.

This benefit is not applied to the Insured from 65 year old or above.

5. Death, permanent disability due to accident

The compensation shall be payable in case the Insured is dead or permanent disability within 24 months due to an accident provided that the cause of such death or disability must arise within the insurance period. The coverage takes effect immediately upon the commencement of the Insurance policy.

a. Basic scope of coverage

This optional benefit shall cover in case the Insured is dead or permanent disability due to an accident.

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

Insured Events	**Compensation (% of Sum Insured)**
Death	100%
Total permanent disability: The insured has lost, completely paralyzed, and cannot recover the function of: • Both hands (from the wrist upwards) • Both legs (from the ankle upwards) • One hand (from the wrist upwards) and one leg (from the ankle upwards) • Both eyes • One hand (from the wrist upwards) and one eye • One leg (from the ankle upwards) and one eye - Total and incurable mental disorder - Total and permanent loss of hearing in both ears - Lost of chewing function - Complete and permanent blindness - Bodily injury resulting in a permanent disability rating of 81% or higher.	100%

Partial permanent disability:	
- Total and permanent loss of hearing in one ear	20%
- Loss of speech (aphasia)	50%
- Total and permanent loss of sight in one eye	50%
Loss by physical severance or total permanent loss of use of:	
- Hand from shoulder	50%
- Leg from hip	50%
- Both phalanges of great toe	10%
- One phalanx of great toe	03%
- Any other toe	02%
- Both phalanges of thumb	25%
- One phalanx of thumb	10%
- Index finger	15%
- Middle finger	10%
- Ring finger	08%
- Removal of lower jaw by surgical operation	25%
- Loss of part of a finger	The amount payable per phalanx lost shall be calculated at one third of the percentage specified above for the finger concerned.
- Partial permanent disablility of any limb not specified in this Table	The amount payable shall be assessed according to the seriousness of the disablility as compared with that of these actually specified.

- The benefit shall be payable in the event that the Insured suffers death or permanent disablement due to an accident, provided that such death or disablement occurs within 24 months from the date of the accident and the cause of the accident arises within the insurance period. The benefit shall be paid in accordance with the Policy in effect at the time of the accident.
- In the event of a permanent disability not specifically listed in the above Schedule, MSIG shall determine the compensation rate at its sole discretion, based on consultation with qualified medical professionals.
- In case the Insured has a permanent disability 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 further benefit shall be payable to partial loss of such body part.
- An Insured who sustains bodily injury resulting in a permanent disability of 81% or more shall be determined based on certification issued by a competent medical authority, such as a provincial or centrally-governed Medical Assessment Council or another legally recognized medical assessment organization approved by the insurer or its representative office.
- Certification of total loss of a body part (such as a hand, foot, or eye) may be issued either immediately after the insured event occurs or upon completion of medical treatment.

- Certification of complete and irreversible loss of function of body parts, total blindness, or bodily injury resulting in a permanent disability rating of 81% or higher shall not be conducted earlier than 180 days from the date of the insured event or the date of diagnosis of the medical condition.

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 (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.

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 unless otherwise agreed and clearly stated in the Certificate of Insurance, Benefit Schedule, or the Policy.

2. Special diseases as defined, regardless of whether the Pre-existing medical condition exclusion applied. This exclusion shall not be applicable to the following cases:

   2.1. The special diseases have been declared to and accepted by MSIG in writing.

   2.2. The Insured has participated in this insurance program in 12 consecutive months unless otherwise agreed and clearly stated in the Certificate of Insurance, Benefit Schedule, or the Policy.

3. Home check-up or treatment services (except for nursing care as specified in the Benefit Schedule), or treatment at hydrotherapy centers, natural therapy clinics, spas, or nursing homes.

4. Health screenings and check-ups, including but not limited to general health checks, gynecological exams, vaccinations and immunizations (except for rabies vaccine due to accident), normal eye tests, normal hearing tests, all natural refractive errors of the eye (including but not limited to myopia, hyperopia, astigmatism, etc.), any treatment and/or corrective surgery or surgery for natural degenerative visual and auditory conditions, as well as medical examinations for travel or employment purposes.

5. All dental treatment except for emergency treatment following accidental damage to natural teeth. Artificial teeth or denture of any type. This exclusion is not applied if optional benefit “Dental Care” is applicable.

6. Any type of treatment for beauty purpose, weight control, cosmetic or plastic surgery and any related consequences unless it is re-constructive surgery necessitated by an accidental injury that occurred during the insurance period as stated in 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: birth control, any abortion performed due to psychological or social reasons, contraception, sexual dysfunction, infertiflity treatment, sterilization, artificial insemination, treatment of impotence or sex change or any consequences or complications arising from such treatments.

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 optional benefit “Maternity care” is applicable.

11. Costs of providing, maintaining or fitting any 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 applied for optional benefit "Out-patient" and for in-patient acute treatment cases.
13. Chronic supportive treatment of renal failure, including dialysis (artificial blodd filtration). MSIG will, however, pay for the cost of renal dialysis incurred immediately pre and post surgery in connection with Acute secondary failure when the Insured must be treated in intensive care.
14. Any treatment or examination for illnesses that are in connection with Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related Complex (ARC), 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.
17. The Insured engages in any of the following activities:

    - The insured is not eligible to operate a motor vehicle, including operating a vehicle without a valid driver's license (where required by law).

    - Participating in any form of racing (legal or illegal).

    - Driving into restricted or prohibited areas, or overtaking in no-overtaking zones.

    - Driving against the direction of one-way streets or two-way streets with a solid divider.

    - Running the red lights or not complying with traffic control signals.

    - Driving at night without proper lighting or exceeding the legal speed limit.

    - Not wearing a helmet (for motorcyclists); not wearing a seatbelt (for car drivers); using a phone while operating a vehicle.

    - Operating a vehicle under the influence of alcohol (exceeding the permissible level as prescribed by the Vietnam Ministry of Health), drugs, or other intoxicating substances.

    - Any incident arising from a violation of criminal law.

    (*) Note:

    The company does not exclude accidents caused by lack of attention or failure to maintain a safe distance from the vehicle in front, unless there is evidence that the behavior was intentional or constitutes gross negligence as determined by the authorities.
18. 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.
19. 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.
20. Self-inflicted injury, suicide whether in state of or awareness or mental illness.
21. Risks with nature of disasters such as earthquakes, volcanic activities, tsunamis, radioactive contamination.

22. The Insured participates in aviation activities, except as a fare-paying passenger on a licensed commercial aircraft or takes part in military training exercises or combat operations with armed forces.
23. Medical expenses arising from or required as a consequence of war, riots, invasion, hostile acts or warlike operations by hostile forces (whether declared or not), strike, civil war, rebellion, insurrection, terrorism, coup d'état, riot, civil commotion, insurgency, military actions or any act of any person acting on or on behalf of or in connection with any organization aiming to overthrow, threaten or control the government by force, terrorism or violence.
24. Medical expenses arising from or required as a consequence of chemical contamination or radioactive contamination by from any nuclear fission, or from the combustion of nuclear fuel, asbestosis or any related conditions.
25. Treatment or using medicine without prescription of Physicians, treatment that is not scientifically recognized or is experimental.
26. General out-patient services other than an emergency out-patient treatment following an accident. This exclusion is not applied if the optional benefit "Out-patient Treatment" is applicable.
27. Treatment outside the territory scope of chosen program as specified in the Policy.
28. MSIG shall not be liable to pay insurance benefits for accidents resulting from the Insured's participation in any dangerous activities listed below:
    - Aqualung diving
    - Boxing
    - Climbing (with the rope)
    - Hang gliding
    - Yachting beyond 5 kilometers of a coastline
    - Hurling
    - Ice hockey
    - Parachuting
    - Any race
    - Skydiving

SECTION 4 – GENERAL CONDITIONS

1. Eligibility requirements

Subject to MSIG's written approval, the Insured shall be any Vietnamese citizen or a foreigner legally residing in the territory of Viet Nam, who is not older than 65 years of age, and must not suffer from any mental illness or permanent disability of 81% or more at the time of participation.

Children are eligible for insurance from 15 days of age, calculated from the date of birth or hospital discharge, whichever is later.

Any other specific eligibility requirements must be approved in writing by MSIG and must be clearly stated in the Certificate of Insurance/Benefit Schedule/Insurance contract.

2. Commencement and Renewal

2.1. Waiting Period

Unless otherwise agreed and specified in the Certificate of Insurance/ Policy, insurance benefits shall be payable after the waiting period below, from the effective date of insurance as stated in the Certificate of Insurance:

- 30 days for common illnesses, diseases and Acute conditions.

- 60 days for miscarriage, medically indicated abortion, and treatment of maternity complications as specified under Section a) – "Maternity Care" benefit.

- 365 days for childbirth.

- 365 days for special diseases, chronic conditions, and pre-existing conditions.

No waiting period shall apply to insured events arising from Accident.

In case of group policies, if the above Waiting period is not applicable and is accepted in writing by MSIG, if the Insured requires treatment for complication of pregnancy within 60 days from the effective date of coverage, or childbirth within 365 days, the benefit payable shall be calculated on a pro-rata basis, determined by the number of days from the effective date to the date of the insured event, relative to the applicable 60-day or 365-day waiting period.

2.2. Commencement and Renewal

The insurance coverage shall commence from the date specified in the Certificate of Insurance or the Policy. All premiums will be payable on or before the effective date of coverage (or within the agreed payment period in accordance with applicable laws and regulations).

At the end of the insurance period, based on the Insured's claims history, MSIG reserves the right to decline renewal of the policy or to adjust the conditions, sub-limits of insurance benefits under the Insurance policy.

Continuously renewed Insurance policies shall automatically take effect upon the Policyholder's payment of the premium for the following period, made on or before the effective date of coverage (or within the agreed payment period in accordance with applicable laws and regulations).

3. Termination and Refund

3.1 Policies will be terminated on the first due date after the 65th birthday of the Insured. However, for continued renewal Policies, the Policies will be terminated on the first due date after the 70th birthday of the Insured.

3.2 In the event that either party wants to cancel the Insurance policy, written notice must be provided to the other party at least 30 days prior to the expected cancellation date.

+ For Group Policy: If the Insured no longer participates in this insurance through the company or organization being the Policyholder, and the authorized representative requests for termination of coverage for that Insured, MSIG shall refund the premium on a pro-rata basis, calculated according to the remaining days of the Policy and the number of days of the Policy, provided that no claims have been made for such Insured during the effective date of coverage.

+ For Individual, 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 MSIG 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 Insurance policy shall be deemed void in the following cases: :

- The Policyholder has no insured benefits at the time of finalizing the insurance contract.
- The subjects of insurance do not exist at the time of finalizing the insurance contract.
- The Policyholder is aware that the insured event has already occurred at the time of finalizing the insurance contract.
- The Policyholder or MSIG has misleading acts at the time of finalizing the insurance contract.
- Other cases as specified by law.

4. Addition of the Insured

4.1. For Group Policy: MSIG shall accept the addition of eligible individuals to the group policy if the Policyholder submits a request for such addition and pays the premium calculated on a pro-rata basis, based on the number of insured days relative to the total duration of the main policy, made on or before the effective date of insurance for the additional members (or within the agreed payment period in accordance with applicable laws and regulations).

4.2. For Family Policy: Family members may be added to the Insurance policy as additional insureds, provided that their coverage level does not exceed that of policy representative, if the representative submits a request for such addition and pays the premium calculated on a pro-rata basis, based on the number of insured days relative to the total duration of the main policy, made on or before the effective date of insurance for the additional members (or within the agreed payment period in accordance with applicable laws and regulations).

5. Mistakes in age's declaration

In the event that the Policyholder incorrectly declares the age of the Insured, resulting in an increase in the payable premium, but the exact age of the Insured still eligible for insurance, MSIG shall refund to the Policyholder the excess premium amount that has been paid.

In the event that the Policyholder incorrectly declares the age of the Insured, resulting in a reduction of the payable premium, but the exact age of the Insured still eligible for insurance, the Insurer is entitled to:

a) Request the Policyholder to pay an additional premium corresponding to the Sum Insured as agreed in the insurance policy.

b) Reduce the Sum Insured as agreed in the insurance policy in proportion to the premium already paid.

6. Extension of insurance period

If the Insured is hospitalized due to a medical condition covered under the Policy prior to the expiry date of the insurance policy, upon request of the Insured, MSIG may consider extending the Policy until the Insured is no longer hospitalized for treatment of such condition (up to a maximum of 30 days) or until the benefit limit is exhausted, whichever occurs first. In any case, the total policy period shall not exceed one (01) year.

MSIG does not accept any changes to the scope of coverage during the Insurance period, unless otherwise agreed in writing.

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 Error

A clerical error 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 will be negotiated and resolved by MSIG and the Policyholder. If the Parties fail to reach an agreement by negotiation, the Parties are entitled to choose a method of dispute settlement among the following:

- In the event of any disagreement or dispute arising during the performance of this Contract, the Parties agree to make their best efforts to resolve the disagreement or dispute through negotiation. Unless otherwise stipulated in the insurance contract terms, if the dispute cannot be resolved through negotiation within thirty (30) days, it shall be settled by the Vietnam International Arbitration Centre ("VIAC") in accordance with the VIAC Arbitration Rules. The arbitration shall take place in Hanoi, Vietnam, and the language of arbitration shall be Vietnamese.

- The Parties agree that the laws of the Socialist Republic of Vietnam shall govern and control all conflicts and disputes between the parties relating to this Insurance policy.

12. Currency Exchange

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

13. Policy Occurrence Limit

In the event that the Insureds are on the same aircraft or road transport vehicle or vessel or any means of transportation, the maximum aggregate liability shall not exceed the Policy Occurrence Limit 125,000,000,000 VND or the total compensation payable to the Insureds, whichever is the lesser.

If the aggregate amount of all claims arising from a single insured event exceeds the Policy Occurrence Limit, MSIG's liability in respect of each of such Insured will be calculated based on the percentage ratio between the Policy Occurrence Limit and insurance benefit due in respect of that person.

SECTION 5 – CLAIM PROCEDURES

I. GENERAL PRINCIPLE

1. Proof of Claim

For all claims, the Insured or Beneficiary must submit the following 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 notes, hospital discharge notes, treatment records, 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 and valid documents, MSIG shall have responsibility in confirming Claim Settlement Notice to the Insured, his/her 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 (Compensation) Information

All documents and materials, which are required by MSIG to support a claim (compensation), 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 at Insured's cost.

4. Other Insurance

If the Insured is entitled to receive reimbursement for medical expenses under any other insurance program for the same injury, illness, or disease covered under this Policy, MSIG shall only be liable to pay benefits up to its proportionate share of responsibility.

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 Polic.

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 the Insured can be reached.
- Give a brief description of the Insured's problem encountered and the nature of help required.
- State the name, address and phone number of the hospital where Insured has been taken.
- State the name, address and phone number of the treating Physician, and the family physician (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, if applicable.

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 expense.

IV. COMPENSATION METHOD

a) In the event of a loss falling within the scope of coverage under this Policy, the Insurer shall fulfill its indemnity obligation through one of the following methods:

- Payment of compensation.

- Other methods as mutually agreed in writing by the parties, in accordance with applicable laws.

b) The standard method of compensation payment shall be via bank transfer. Any alternative method (if applicable) shall be implemented based on separate agreement and mutual consent for each specific case, in compliance with legal regulations.

SECTION 6 – COMPULSORY EXCLUSIONS

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

This clause shall be paramount and shall override anything contained in this insurance inconsistent:
In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- Ionizing 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 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, Japan, Switzerland, United Kingdom or United States of America.

4. Asbestos Exclusion

This Policy 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,
(b) Or 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

(Attached to and forming an integral part of the Insurance Terms and Conditions/Policy)

Any endorsements (if any) shall only be valid if expressly stated in the Certificate of Insurance or the Policy.