

TERMS AND CONDITIONS

CATHAY HEALTHCARE INSURANCE 2021

*(Approved on the basis of Official Letter No. 12162/BTC-QLBH
dated October 25th 2021 of the Ministry of Finance)*

NOTICES TO CUSTOMER WHEN TAKING OUT INSURANCE PRODUCT

▪ **Customer's rights:**

1. Insurance Plan and Insurance Benefits.....Article 5
The Policy Owner may select one of the Insurance Plan and Insurance Benefits with Maximum Sum Assured from the following table:

Plan	Diamond	Diamond +
Inpatient Treatment Benefit	1.2 billion VND/policy year	1.8 billion VND/policy year
Death Benefit	400 million VND	600 million VND
Additional Accident Death Benefit	200 million VND	300 million VND

2. Claim Settlement Procedure Article 15

Claim Settlement Procedure and Required supporting documents are regulated at this point.

▪ **Customer's Responsibilities**

1. Pay Premium..... Article 9

Policy Owner is obliged to pay premium in full on Premium Due Date..

2. Responsibility for Providing Truthful Information Article 12

Policy Owner must truthfully declare information and notice Company any changes related to the Policy. Failure to truthfully declared health conditions and history of illness leads to risk that Company declines benefit payment.

▪ **Other Important Notices**

1. Definitions.....Article 1

Policy Owner is required to read carefully all definitions to fully understand the terminologies that are used in this Terms and Conditions

2. Policy Term.....Article 1.10

Policy Term is one (1) year, be automatically renewed annually and terminated in accordance with the provisions of Article 11 under this Term and Conditions.

Policy Owner and the Company reserve the right to refuse renewal of this Policy. In case that the Company does not continue to supply this Policy or the Insured no longer meets the required insurance terms and conditions of this Terms and Conditions, the Company reserves the right to refuse renewal and notice the Policy Owner in writing at least thirty (30) days prior the Renewal Date.

3. Premium.....Article 1.13

Premium may vary depending on the approval of the Ministry of Finance. Company will notify the Policy Owner in writing at least thirty (30) days prior to application. The new premium will be applied since the next Renewal Date.

2. Exclusions Article 8

Situations where Company declines benefit payment are regulated at this point.

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ARTICLE 1: DEFINITIONS

All medical terms used in this T&C document, unless specifically stated otherwise, have the same medical meaning as understood and used by medical experts in the corresponding field.

- 1.1 Company:** the Cathay Life Insurance (Vietnam) Company Limited, License Number: 44GP/KDBH, issued by the Ministry of Finance dated 21 November, 2007.
- 1.2 Policy Owner:** organization established and legally operates in Vietnam, or individual whose age from full of 18 years old lives in Vietnam, having full capacity of civil acts; must be the person who directly declares and signs into the Insurance Application Form, pays the premium and fulfills all the rights and responsibilities regulated under Terms & Conditions.
- 1.3 The Insured:** an individual with age range from zero (0) years old to sixty (65) years old on the Effective Date of this Policy, living in Vietnam at the time the insurance application form is submitted and is accepted to be insured under the Terms and Conditions herein
- 1.4 Beneficiary:** individual who receives the insurance benefits under the Terms and Conditions of this Policy.
- Beneficiary is regulated as below:
- For In-patient Treatment Benefit: is the Insured or his/her legal guardian.
 - For other Benefits: the individual who is designated by the Policy Owner (with the consent of the Insured or the Legal Representative of the Insured).
- 1.5 Insurable Age:** is the Insured's age based on the last nearest birthday before the Effective Date and the Renewal Date of the Policy in the next policy years.
- 1.6 Maximum Renewable Age:** Maximum Insurable Age of the Insured is Seventy (70) years old. This Policy will be terminated at the day when the Insured reach Maximum Insurable Age.
- 1.7 Effective Date:** If the Policy Owner and Insured are alive on the date the Company approves Insurance application form, the effective date is the date Policy Owner duly completes Insurance Application Form and pay estimate premium. The Effective Date is stated in the Insurance Certificate.
- 1.8 Renewal Date:** the date respectively every year of the Effective Date of the Policy during effective period of this Policy. If year has no this date, then the last date in that month will be the Renewal Date.
- 1.9 Reinstatement Date:** the day on which this Policy is reinstated with the Company's approval in writing.
- 1.10 Policy Term:** one (01) year, starting from the Effective date of this Policy. The Policy Term is specified in the Insurance Certificate or other supplementary documents (if any)

This Policy will be automatically renewed every year and be terminated according to Article 11 of this Terms and Conditions

The Policy Owner and/or the Company retain the rights not to renew this Policy. In case the Company do not continue to provide this product, or the the Insured no longer meets the conditions set forth in the Terms and Conditions, the Company retains the right to refuse renewal request and will notice the Policy Owner in writing at least 30 days before the Renewal Date.

- 1.11 Premium Payment Period:** the period during which the Policy Owner is liable to pay premiums to the Company according to Insurance Contract. Premium Payment Period is equal Policy Term.
- 1.12 Premium Due Date:** the date on which the premium is due to be paid in accordance with conditions specified in the Policy and/or other appendix supplemented have nearest relation (if any).
- 1.13 Premium:** the amount the Policy Owner must pay to the Company in accordance with premium frequency and premium mode as agreement in Insurance Policy and/or other appendix supplemented have nearest relation (if any).

Premiums may vary according to the approval of the Ministry of Finance. The Company will give written notice to the Policy Owner at least thirty (30) days prior to application. The new premium will be applied on the next Renewal Date.

- 1.14 Policy Year:** one calendar year commencing from the Effective Date or the Renewal Date.
- 1.15 Eligible and Customary Charges:** means medically necessary charges but not exceed the normal charges for treatment of similar Illness, /Injury or for similar services and supplies in the geographical area where the charges are incurred.
- 1.16 Illness:** a pathological deviation from the normal healthy state, which requires treatment by a Doctor.
- 1.17 Injury** means a bodily injury (excluding psychiatric conditions) arising wholly and exclusively from an Accident.
- 1.18 Accident:** a single or an uninterrupted sequence of events, independent and caused by a force or a thing that is unexpected, external, not proactive and undesired and leads to impacts onto Insured's body. Such event or sequence of events must be the direct cause, only cause, and independent of any other causes that lead to disability or death of the Insured during (180) days from that single or an uninterrupted sequence of events.
- 1.19 Doctor:** individuals who hold degree in medicine and are licensed or recognised by local competent authority to provide medical examination and treatment within the scope of the license according to the laws of the host country, where this person conducts medical examination and treatment.

For the purpose of this Policy, Doctor and Dentist must not simultaneously be:

- 1.19.1** Policy Owner, the Insured, Beneficiary; or
- 1.19.2** Spouse, biological mother, biological father, foster mother, foster father, step father, step mother, biological children, adopted children, siblings, paternal grandparents, maternal grandparents of the Policy Owner, the Insured, Beneficiary; or
- 1.19.3** Stepchildren of the Policy Owner, the Insured, the Beneficiary; or
- 1.19.4** Insurance Agent of the Policy Owner and/or the Insured.
- 1.20 Hospital:** a healthcare institution established and operating legally in accordance with the laws of the host country, performing Western medicine treatment to care for and treat those who has Illness or Injury, have adequate medical equipment to conduct diagnosis, treatment and surgery and have 24/7 patient-care nurse and regular doctor on duty. Hospitals do not include:
 - 1.20.1** Hospitals, nursing homes or other facilities primarily devoted to the care of the elderly;
 - 1.20.2** Rehabilitation Centre, a place for alcoholics or drug addicts;
 - 1.20.3** Psychiatric hospital, Psychiatric institute;
 - 1.20.4** Departments, institutes and hospitals specialized in traditional medicine;

- 1.20.5 Leprosy hospital, Leprosy treatment center;
- 1.20.6 Preventive health centers
- 1.20.7 Mineral springs, saunas, massage parlor, spas.
- 1.21 **Inpatient Treatment:** the treatment of an Illness or Injury in a Hospital and the Insured must be medically necessarily hospitalized in connection with such treatment for a continuous period of not less than eighteen (18) hours.
- 1.22 **Room and Board Charges:** the cost of the Insured's room or board in a clinic or a hospital, including standard meals for patient, provided that the Hospital prepares meals and issues invoice. If the Insured covers entire a room, the Insured's room and board charged will be determined by dividing the cost of that room by the number of beds in that room.
- 1.23 **Surgery:** a medical method for Inpatient Treatment Surgery for diagnostic purposes will not be considered Surgery under this definition.
- 1.24 **Cosmetic Surgery:** surgery which is performed principally to improve or enhance the appearance of a person or which the person concerned considers or believes will improve or enhance his/her appearance and includes any surgery necessary for psychological reasons, adaptation and personal satisfaction in respect of a covered Illness or Injury.
- 1.25 **Medical Supplies:** supplies prescribed by a doctor for medical use such as gloves, dressing, masks, nebulizer kits, syringes, cotton, plaster, etc. as well as other consumable used for mechanical devices.
- 1.26 **Medicines and Drugs:** any legally circulated medicines or drugs prescribed by a Doctor which are specifically required for the treatment of an Illness or Injury.
- 1.27 **Ambulance Service:** is an ambulance service provided by a Hospital, clinic, an emergency center to transport the Insured Person in an emergency due to an Illness or Injury to a Hospital or from one Hospital to another.
- 1.28 **Emergency:** means a bona fide situation where there is a sudden change in an Insured's state of health, which requires urgent medical or surgical intervention to avoid imminent danger to his life or health.
- 1.29 **Medical Necessity:** medical treatment which meets the following conditions:
 - 1.29.1 in accordance with the diagnosis of the Doctor; and
 - 1.29.2 in accordance with medical indication of modern medicine; and
 - 1.29.3 not primarily for the convenience of the patient or the patient's family or the Doctor; and
 - 1.29.4 in accordance with generally accepted standard to care for the patients, and considered appropriate for the treating patient's Illness, Diseases or Injury.
- 1.30 **Congenital Condition:** a physical or medical abnormality existing at the time of birth as well as physical/mental abnormalities developing thereafter because of factors inherent at the time of birth, whether or not the Insured was aware, and can be described by health agencies under various names such as congenital disease, congenital deformity, birth defect, chromosomal abnormality.
- 1.31 **Persistence Vegetative State:**
 - 1.31.1 a severe decrease of consciousness in which an Insured with neurologic damage is in a state of partial arousal rather than true consciousness, though superficial signs such as eye opening, swallowing and spontaneous breathing and the like may persist; and

- 1.31.2** the state must have continued for at least four (4) weeks with no signs of improvement, when all reasonable attempts have been made to alleviate this condition
- 1.32 Pre-existing Condition:** The Insured's Illness or Injury that has been examined, diagnosed or treated by a Doctor prior to the Effective Policy Date or the most recent Reinstatement Date (if any). Medical records, medical history kept in hospital/medical center/clinic, or information declared by the Policy Owner/the Insured is sufficient and appropriate evidence to assess Pre-Existing Conditions.
- 1.33 Special Diseases:** all types of cyst and polyp, stones, anal fistula, prostate conditions, ENT diseases need to be operated including tonsillectomy and adenoidectomy, lung diseases (except acute pneumonia), disc herniation, gastritis, duodenitis, gastric ulcer, duodenal ulcer, sinusitis, all types of hepatitis, endometriosis, cardiovascular diseases and blood pressure, stroke/cerebrovascular accident, transient ischemic attack, arthritis, carpal tunnel syndrome, all types of tumor, cancer, hemorrhoids, varicose veins, diabetes.
- 1.34 Maternity Complications:** consists of:
- 1.34.1. Threatened miscarriage, threatened premature delivery;
 - 1.34.2. Miscarriage or Stillbirth in utero;
 - 1.34.3. Therapeutic abortion or termination of pregnancy as directed by the Doctor;
 - Due to hereditary diseases or birth defects, or
 - To protect life of the mother (Insured);
 - 1.34.4. Hydatidiform mole;
 - 1.34.5. Ectopic pregnancy;
 - 1.34.6. Labour dystocia;
 - 1.34.7. Postpartum hemorrhage;
 - 1.34.8. Remained placenta in uterus after birth;
 - 1.34.9. Complication of above conditions.
- 1.35 Insurance event:** the event that lead to insurance claim according to this Terms and Conditions

ARTICLE 2: INSURANCE CONTRACT

- 2.1 Insurance Contract:** is written agreement between Policy Owner and Insurer, specifying rights and responsibilities of parties involved in execution of contract.
- An insurance policy includes documents as follows:
- Insurance Application form;
 - Insurance Certificate;
 - Terms and Conditions approved by MOF;
 - Sales illustration;
 - Revised or supplemented documents of the Policy, notices (if any).
- 2.2 Insurance Application Form:** is a written form for requesting insurance that followed sample form provided by the Company, specifying insurance request and information provided by insurance requestor for evaluating risks, a base to agree insurance or refuse. Insurance Application Form is declared, provided and signed by Policy Owner (and the Insured or the Legal representative).

- 2.3 Insurance Certificate:** is a written form provided by the Company to Policy Owner (or the Insured in case of group insurance), specifying basic information of Insurance Policy and attachable to Insurance Policy.
- 2.4 Sales Illustration:** is document illustrated the product provided to customers, expressing the information about Insurance Policy in accordance with Terms and Conditions agreed between Policy Owner and the Company.

ARTICLE 3: FREE-LOOK PERIOD

Within twenty-one (21) days from the date that the Policy Owner receives the Policy, and on the condition that the insured event has not occurred or no claim request, the Policy Owner has right to refuse the Policy by sending the notice in writing to the Company. The Company shall refund the premium paid without interest, after deducting medical checkup fees (if any).

ARTICLE 4: TEMPORARY INSURANCE

4.1 Temporary insurance period

A temporary coverage period starts from the date Policy Owner finished Insurance Application Paper and pays estimate premium. The temporary coverage period terminates when the followings events happen, whichever comes first:

- At the time the Company issues Insurance Certificate, or
- At the time the Company refuses insurance in writing, or
- At the time the Company receives Policy Owner's requests for cancellation of Insurance Application Paper in writing.

4.2 Temporary insurance benefits

If the Insured is died by an accident during the temporary insurance term, Company will temporarily insure the Insured the lower amount between:

- The sum of Sum Assured of basic insurance on the Application papers for same Insured; and
- Two hundred (200) million Vietnamese Dong.

If Temporary insurance benefits is paid, the amount of premium paid will not be refund to the Policy Owner. In the cases that the sum of premium paid is exceeded Two hundred (200) million Vietnamese Dong, the Company will refund the sum of premium paid without interest, instead of temporary insurance benefit.

4.3 Temporary insurance exclusions

The Company shall not pay Temporary Coverage if the death of the Insured is a direct result of the following cause:

- a) Suicide; or
- b) Intentional acts of Policy Owner, Beneficiary against the Insured; or
- c) Under the influence of drug, addictive substances and equivalents, and alcohol beverages that are considered to be illegal under current laws and regulations.

In these cases, Company will refund total premium paid (without interest), after deducting medical checkup (if any)

ARTICLE 5: INSURANCE PLAN AND BENEFITS

5.1 Insurance plan, Benefits and Geographic Coverage

5.1.1 Insurance plan

Insurance Plans designed by the Company and elected by the Policy Owner when taking out the Policy. The selected Insurance Plan is specified in the Insurance Certificate and other supplementary documents (if any).

The insurance plans include: (i) Platinum Plan và (ii) Diamond Plan. The Company reserves the rights to stop selling any Insurance Plan at any time, provided that the Company shall inform the Policy Owner in writing at least thirty (30) days before the next nearest Renewal Date.

5.1.2 Insurance Benefits

Benefits includes:

5.1.2.1 In-patient treatment benefit

5.1.2.2 Death benefit

5.1.2.3 Additional accident death benefit.

The Company shall pay benefits in accordance with benefit schedule. The benefits are specified in the Insurance Certificate

5.1.3 Geographic Coverage

For In-patient treatment benefit, Company shall pay medical expenses incurred within Vietnam and Taiwan when the Insured is examined and treated during the Policy is effective in accordance with this Terms and Conditions.

5.1.4 Maximum Benefit

Is the maximum amount that can be paid during each Policy Year for In-patient treatment benefit and is specified in the Benefit Schedule.

5.1.5 Sub-limit

Is the maximum amount for each coverage of In-patient treatment benefit listed in the Benefit Schedule.

5.2 Benefit Schedule

Benefit Schedule is the table that specifies benefits of the chosen plan of Policy Owner in detail.

Depending on the Insurance Plan selected at the time of taking out the Policy by the Policy Owner under Article 5.1.1, Company shall pay the medical expenses actually incurred within the Geographic Coverage under Article 5.1.3, up to the sub-limit of each coverage specified in the Benefit Schedule below.

Benefit	Plan	Platinum	Diamond
	Geographic Coverage	Vietnam and Taiwan	Vietnam and Taiwan
Inpatient Treatment	Maximum Benefit	1.2 billion/Policy year	1.8 billion/Policy year
	Inpatient Treatment with Surgery	240 million/hospitalization; where max room and board charges: 4 million/day	360 million/hospitalization; where max room and board charges: 6.4 million/day

		<p>Include</p> <ul style="list-style-type: none"> ▪ Room and Board charges; ▪ ICU; ▪ Surgery fee: fees for surgeon, operating room, anesthetist, pre-surgical assessment and normal post-surgical care; and ▪ Miscellaneous charges: fees for required diagnostic laboratory tests, imaging, prescribed Medicines, examination of Doctor fees, blood, plasma, wheel chair rental for using in a Hospital, surgical appliances and devices, medical device to be implanted inside the body... 	
	Inpatient Treatment without Surgery	<p>120 million/hospitalization; where max room and board charges: 4 million/day</p>	<p>180 million/hospitalization; where max room and board charges: 6.4 million/day</p>
		<p>Include</p> <ul style="list-style-type: none"> ▪ Room and Board charges; ▪ ICU; ▪ Miscellaneous charges: fees for required diagnostic laboratory tests, imaging, prescribed Medicines, examination of Doctor fees, , medical device,... 	
	Ambulance Service	10 million/Policy year	16 million/Policy year
	Organ Transplant	600 million	900 million
		<ul style="list-style-type: none"> ▪ Fees for kidney, heart, lung, liver and bone marrow transplants for the Insured as a recipient (up to 50% for donor and the remaining percentages for recipient, at the discretion of the Insured). The Company does not pay for the cost of acquiring an organ. ▪ This benefit is a lump sum maximum per organ per lifetime of the Insured under this Policy. 	
	Proton therapy	400 million/Policy year	640 million/Policy year
		<p>Proton therapy (or proton radiation therapy) is a type of particle therapy that uses a beam of protons to irradiate diseased tissue to treat cancer.</p>	
Death Benefit	Amount	400 million	600 million
	Payment conditions	<p>Company shall pay the Amount in accordance with this Death Benefit if the Insured dies during the Policy Term.</p>	
Additional Accidental Death Benefit	Amount	200 million	300 million
	Payment conditions	<p>In addition to the Death Benefit, Company shall pay an additional amount in accordance with this Additional Accidental Death Benefit if the Insured dies due to an Accident during the Policy Term.</p>	

- Maximum total number of days for Room and board charges under Inpatient Treatment with Surgery Benefits and Inpatient Treatment without Surgery Benefit is sixty (60) days per policy year.
- Maximum total number of days for ICU under Inpatient Treatment with Surgery Benefits and Inpatient Treatment without Surgery Benefit is thirty (30) days per policy year.
- In all cases, total amount of money paid for Inpatient treatment benefit in one Policy Year must not exceed the Maximum Benefit of the Inpatient treatment benefit specified in the Benefit Schedule of the Insurance Plan.
- For various forms of ligament and meniscal injury: Company pays on a 30:70 Co-payment basis (Insured pays 30% of the Eligible and Customary Charges).

ARTICLE 6: CONDITIONAL INSURANCE

Based on result of the underwriting assessment of Application Form or processing of claim, the Company reserves the rights to decide whether the policy can be insured or renewed with special terms and conditions and adjusted Benefits, Premium or adjusting the scope of the insurance liability. These special terms and conditions apply only after the Insured written consent.

ARTICLE 7: WAITING PERIOD

- 7.1** Waiting period is the period when Company is not responsible for paying any benefit if insurance event occurs, including cases where the hospital admission date is within this period but hospital discharge date is beyond this period.–The Waiting period is calculated from the Effective Date or Reinstatement Date, depending on which date comes later.
- 7.2** For Inpatient Treatment Benefits, the Waiting period is regulated as follows:
- 7.2.1** For Special Illness and their complications: three (3) months;
 - 7.2.2** For all forms of damage of ligament and meniscus: one (1) month;
 - 7.2.3** For other Illness: one (1) month ;
- 7.3** For Death Benefit and Additional Accidental Death Benefit or Inpatient treatment due to accident, Waiting period is not applied.

ARTICLE 8: EXCLUSIONS

- 8.1** : The Company has no liability to pay Inpatient Treatment Benefit of the Article 5 for any treatment or expenses incurred belong to any following cases or events:
- 8.1.1** Intentional acts of the Policy Owner and/or Beneficiary against the Insured; or Intentional acts of the Insured; or
 - 8.1.2** Pre-existing Conditions and their complications, sequelae except those which are fully and truthfully declared to and accepted by the Company, Genetic diseases, Congenital Conditions and their symptoms, complications; or
 - 8.1.3** Maternity and pregnancy complications; sex change, birth control, sterilization reversal or elective abortion and any conditions or complications arising therefrom, sexual dysfunction, infertility (including artificial insemination, in-vitro fertilization, embryo transfer), precocious puberty, buried penis, long foreskin, phimosis and its complications, circumcision and its complications; or
 - 8.1.4** Physical examinations or check-ups, any lab test, imaging, medicine or service which is unnecessary for diagnosis or treatment of a covered Illness, Diseases/Injury; or nursing care, including rest-cure; or
 - 8.1.5** Preventive treatment, vaccinations, except rabies vaccine needed after an animal attack or tetanus shots needed after an accident or injury; or

- 8.1.6** Spondylolysis, osteoarthritis, osteoporosis, scoliosis, and all forms of bone degenerative disease; any hernias of the Insured under 10 years old; or
- 8.1.7** Sexual transmitted diseases and their complications, sequelae; Human Immunodeficiency Virus (“HIV”) testing and treatment of HIV related Illnesses and Diseases including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation, or variation thereof, except for cases of occupational infection, for example, getting infected while working as medical staff or policeman; or
- 8.1.8** Deviated nasal septum and its complications, cataract, refractive defects of the eye or presbyopia, color blind, all forms of strabismus, dry eye, eyestrain, hearing tests; or
- 8.1.9** Corrective devices, spectacles, eyeglasses, contact lenses, hearing aids, prostheses, orthotic devices, movement supportive devices, crutch, wheel chair except the case of renting wheel chair from Hospital/Clinic during the period of Inpatient Treatment; or
- 8.1.10** All dental services and dental treatment; or
- 8.1.11** Cosmetic surgery and any complications or sequelae thereof, beautification related treatments, treatment of chloasma, skin pigment defects, scar, freckles, benign mole, skin tags, acne, hair loss, dandruff and any complications or sequelae thereof; or
- 8.1.12** Parkinson, Alzheimer, stress, neurasthenia, psychiatric, psychological, mental or nervous disorders, and any physiological or psychosomatic manifestations thereof, epilepsy, all forms of hydrocephalus; or
- 8.1.13** Physical asthenia, eating disorders, malnutrition, rickets, problems relating to physical development; or
- 8.1.14** Injury caused by terrorism, declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, military rising, insurrection, rebellion, revolution, military or usurped power, riot, civil commotion; or
- 8.1.15** Radioactive contamination, except for cancer treatment; or
- 8.1.16** Injury arising from the Insured's actions when using alcohol, drugs, narcotics, stimulants, solvents or drugs unless used as directed by a Doctor; or
- 8.1.17** Engaging in any illegal activities or violating the laws, against arrest by a competent authority; or
- 8.1.18** Injury sustained while serving in the military, police, armed forces; or
- 8.1.19** Injury sustained while practicing or participating in dangerous sport or activities including hunting, horse riding, any form of motor vehicle trialing, rollerblading, skating, skiing, snowboarding, skateboarding, skydiving/parachuting, parasailing, paragliding, hang-gliding, flying (other than as a fare-paying passenger on a commercial aircraft of a duly licensed scheduled airline), boarding or traveling in a hot air balloon or any vehicle/equipment that sustains air travel, caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, scuba diving or diving with compressed air, boxing, martial arts, wrestling, rugby, polo; or taking part in any racing competition other than walking, running or swimming; or
- 8.1.20** Treatment does not follow the Medical Necessity or receiving Experimental or unproven treatment; or
- 8.1.21** Treatment for alcoholism, cigarette addiction, drug or other addictive substances; or
- 8.1.22** Treatment for learning difficulties, attention deficit hyperactivity disorder, autism, speech disorders, behavioral problems, treatment for sleep disorders,

sleep related breathing disorders, snore, sleep apnea, fatigue, jet lag or any related condition; or

- 8.1.23** Weight management, treatment for weight gain or weight loss and any conditions or complications arising therefrom; food supplement, vitamin, mineral, milk, supplementary nutrition, cosmetics; or
 - 8.1.24** Treatment by medicines other than modern medicines such as traditional medicines or Chinese medicines; or
 - 8.1.25** Treatment after ninety (90) days from the day of commencement of treatment and all treatments after that for Vegetative State or permanent neurological damage; or
 - 8.1.26** Treatment at place where there is no lawful medical license or no treatment function for related Illness/Diseases or Injury.
- 8.2** Company has no liability to pay Death Benefit and Additional Accidental Death Benefit of the Article 5 if the Insured event occurs as the result of the following reasons:
- 8.2.1** Suicide within two (02) years from the Effective Date or the latest reinstatement date (if any); or
 - 8.2.2** Intentional violation of Criminal Code or Vietnam laws from Insured and/or PO; or an intentional act of the Beneficiary(-ies) onto the Insured. In case one or more beneficiaries intentionally cause the death or total and permanent disability of the insured, the Company shall pay insurance benefits to the remaining beneficiaries in accordance with the proportion that should be received by the remaining beneficiaries. If there is no Beneficiary, the company will make payment to the heir of the Insured; or
 - 8.2.3** Due to intentional behaviors of the Insured; or
 - 8.2.4** Death by capital punishment; or
 - 8.2.5** The Insured dies of AIDS (Acquired Immune Deficiency Syndrome) or HIV (Human Immunodeficiency Virus) or of any disease which is affected directly or indirectly from AIDS-HIV, except cases of medical practitioner or police during job duties at working place; or
 - 8.2.6** The disability occurred before the Effective Date or during the Policy terminate or not in forced; or
 - 8.2.7** War (declared or not declared), civil war, or other similar form of armed conflict; or
 - 8.2.8** Get in, get off, operate, serve, or transport on aerial vehicle or equipment unless the Insured is a passenger on commercial airplanes with scheduled route.
- 8.3** In addition to exclusion terms as stipulated in Article 8.2, the Company shall not be obliged to pay Additional Accidental Death Benefit as stipulated in Article 5 if Insured event occurs as the result of:
- The Insured participates in dangerous sports, even when the Insured is professional athlete, for example: scuba diving, bungee jumping, skydiving, rock climbing, horse racing or racing on wheeled vehicles; or The Insured participates in a competition or performance that involve competition of strength, for example: wrestling, judo, karate, taekwondo, horse racing, boxing or acrobatic performance.
- 8.4** When cases occurred are specified in Article 8.2 and Article 8.3, the Policy will be terminated.

ARTICLE 9: PAYMENT OF PREMIUM AND GRACE PERIOD

- 9.1** The Policy Owner is liable to pay premiums by Premium Due Dates.

- 9.2** In case of the insured fails to pay a premium timely and fully as agreement, the Company allows a Grace Period of sixty (60) days from the Premium Due Date to pay Premiums for this Policy. During this Grace Period, the Company shall not charge interest on the unpaid premium and the Policy is still in force and the Insured is still insured in accordance with benefits under this Terms and Conditions.
- 9.3** If insurance events occur during the Grace Period, the Company will pay for the insurance benefits as Article 5 after deducting overdue premiums.
- 9.4** If the Policy Owner fails to pay the Premiums after the sixty (60)-day Grace period above, this Policy will be suspended from the Premium due date and the Company is not responsible for paying any Benefits under this Terms and Conditions.

ARTICLE 10: REINSTATEMENT OF INSURANCE CONTRACT

- 10.1** In case this contract is suspended due to Article 9.4, the Policy Owner is able to submit request for reinstatement, provided that the following conditions are met:
- 10.1.1** The Policy Owner made request within thirty (30) days from the end of Grace Period;
 - 10.1.2** The Policy Owner pay fully overdue premiums;
 - 10.1.3** The Policy Owner and the Insured have eligibility to join the insurance by the Terms and Conditions.
- 10.2** The Company shall undertake re-underwriting procedure and retains the rights to accept or refuse this reinstatement request, the Effective Date of this reinstatement will take place from the date on which the Company confirm the reinstatement in writing
- 10.3** The Company will have no responsibility to pay Death benefit and Additional Accident Death Benefit in Article 5, if the Insurance event or occurs or the signs causing such Insurance event appear during the time when Policy is suspended.
- 10.4** The Company will have no responsibility to pay In-patient treatment benefit as in Article 5 if:
- All expenses occurred during the policy is suspended
 - All cases that the hospitality date is during the time that the policy is suspended
- 10.5** If the Policy Owner does not send request for reinstatement of this Policy within thirty (30) days from the end of Grace Period, this Policy will be terminated.

ARTICLE 11: TERMINATION OF INSURANCE CONTRACT

- 11.1** The Insurance Contract will be terminated if one of the following cases occurs, whichever occurs first:
- 11.1.1** The Insurance Contract is terminated under Article 1.6, Article 1.10, Article 8.4, Article 10.5, Article 12.2.2, Article 13.3, Article 14.4.3; or
 - 11.1.2** When the Insured dies; or
 - 11.1.3** The Insurance Contract is suspended for more than thirty (30) days; or
 - 11.1.4** The Policy Owner requests termination of the Insurance Contract. In this case, the Policy Owner sends a written notice to the Company. The Policy Termination date is the date on which the Company receives a written request for Policy termination from the Policy Owner; or
 - 11.1.5** Other cases as provided by law
- 11.2** If the Insurance Contract is terminated following Article 11.1 of this Terms and Conditions and no benefits has been paid, the Company shall return to Policy Owner the Paid premium in proportion to the remaining time of the latest premium payment after subtracting all medical test expenses (if any).

ARTICLE 12: RESPONSIBILITY TO DECLARE, PROVIDE INFORMATION AND ENSURE INFORMATION SECURITY

12.1 Company's responsibilities

12.1.1 Responsibility to provide, explain information fully, truthfully and correctly of the Company to Policy Owner

The Company is responsible to provide fully information related to the Policy, to explain Terms and Conditions to the Policy Owner/the Insured.

If the Company intentionally provides incorrect information to sign the Policy with the Policy Owner, the Policy Owner may unilaterally suspend the Policy; the Company has to pay compensation for losses incurred to the Policy Owner due to providing wrong information.

12.1.2 Responsibility to ensure customer's information security of the Company

Company is not allowed to transfer personal information provided by the Policy Owner/Insured to any third party, excluding the below cases:

- a) Collecting, using, transferring based on request of competent state agencies or for assessment purpose, premium computation, issue Insurance Policy, premium collection, reinsurance, provisioning, paying insurance benefits, products design research, preventing insurance fraud, researching, evaluating financial situation, solvency, adequate level of capital, required capital; and
- b) Other cases are agreed in written by the Policy Owner/ the Insured following the conditions:
 - Policy Owner/ the Insured must be informed about the purpose of transferring information and have the right to choose agreement or disagreement of the transferring information; and
 - Policy Owner/ the Insured disapproves transferring information to the third party exclude point b this article is not used to be the reason to deny contracting.

12.2 Responsibilities Policy Owner/ Insured

12.2.1 The Policy Owner/the Insured is responsible for declaring fully and truthfully all necessary information so that the Company can evaluate the insurability of the Policy. Medical examination, if any, will be not replaced the obligation to declare truthfully information of the Policy Owner and/or the Insured as stipulated in this Article.

12.2.2 If Policy Owner/the Insured deliberately violate obligation to declare untruthfully necessary information, whereby, with correct information the Company do not accept insure, the Company is not responsible to pay benefit if insurance event occurs and may unilaterally terminate this Policy immediately.

12.2.3 In case of the Policy Owner/ the Insured violates obligation to declare information as specified in this Clause but this violation doesn't affect the approval of insurance or reinstatement decision under the provisions of the Company at each moment, the Company will pay insurance benefit when insurance event occurs follow Term and Conditions of this Policy.

12.2.4 In case of the Policy Owner and/or the Insured intend to violate information declaration responsibilities in this Clause, the Company still agrees and continues remaining the policy in-forced, the Company has the right to:

- Collect additional Premium corresponding to the increasing risk of level (if any) or
- Excludes insurance for disability, illness which did not declare fully, honestly and accurately.

12.3 Incontestability

When the Insured is still alive, the incorrect declaration or misrepresentation of any facts in the Insurance Application Form and any related documents shall not be contested after twenty-four (24) months from the Effective Date or from the date of the latest reinstatement date, whichever comes late.

The provision above will not be applied in case Policy Owner/ Insured deliberately declare untruthful information, that if has known such information, Company would accept with condition or decline the insurance contract.

This provision is only applied for Death benefit or Additional accidental death benefit.

ARTICLE 13: MISTAKE WHEN DECLARING AGE/SEX

In the case incorrect declaration of birth date or sex of the Insured, the total premium will be modified based on the correct age/sex, details are as below:

- 13.1** If the premiums paid are lower than the premium based on the correct age/sex, the Company will require the Policy Owner pays additional insurance premium corresponding to the Insurance Program as agreed in the Insurance Policy.
- 13.2** If the premium paid is higher than the premium based on the correct age/sex, the Company will refund to the Policy Owner the overpaid premium, without interest.
- 13.3** If according to the correct age/sex, the Insured is outside of the insurable range, the Company has right to rescind the Policy.

ARTICLE 14: CHANGES DURING POLICY TERM OF INSURANCE CONTRACT

14.1 Change Request

The Policy Owner is obliged to notify the changes related to the information declared in the Insurance Application Form. Except as otherwise provided in this Terms and Conditions, all changes, additions, or cancellations of any information in the Policy shall be effective only when the Policy Owner and the Company agree in written.

14.2 Change in beneficiary

When the Policy is still effective and the Insured is still alive, if the Insured agrees in written form, the Policy Owner can request for change in the Beneficiary(ies) or proportion of benefit for each Beneficiary of Policy. The change only takes place when Company accepted and Company has no responsibility for the legality and disputes (if any) of the insured or those relating to the appointment of changing the beneficiary.

14.3 Change premium mode

The policy owner has the right to request periodic changes in premium payment, subject to the Company's acceptance. Request for change of premium payment period must be sent to the Company at least thirty (30) days before the due date of premium payment

14.4 Change in career / domicile / go out of territory of Vietnam

14.4.1 If the Policy Owner/the Insured changes contact information, personal information, career, the Policy Owner must notice in writing to the Company with thirty (30) days from the date of change.

14.4.2 If the Policy Owner/ the Insured goes out of territory of Vietnam more than three (03) months, the Policy Owner must notice in writing to Company at thirty (30) days before the date of departure.

14.4.3 If the the Insured changes occupation or goes out of territory of Vietnam more than three (03) months, , the Company can reassess insurable risks. In case of those changes leading to the changes of insurance risk, Company may (i) re-determine premium rate, (ii) exclude insurance responsibility, (iii) change policy benefits or (iv) terminate this Policy.

14.5 Transfer of Insurance Contract

The Policy Owner has the right to transfer the Policy to other individual or other corporate by informing in writing to Company. The Assignee must meet the requirements of an insurable relationship with the Insured, satisfy the conditions prescribed by this Policy and the law to become the Policy Owner.

Transfer of this Policy shall become valid only when the transfer is confirmed in writing by the Company. The Company is only responsible for the Insurance Contract and is not responsible for the legality of the assignment between the Policy Owner and the Assignee.

When the transfer becomes effective, the Assignee shall take over all rights and obligations of the Policy Owner with respect to this Policy. However, the Insured is unchanged.

ARTICLE 15: SETTLEMENT OF INSURANCE BENEFITS

15.1 Benefit receivers

In case no agreement is specified, order of priority to receive insurance benefits will be as follows:

(1) Beneficiary.

If there are more than one Beneficiary, insurance benefits will be paid to Beneficiaries in proportion to the share of insurance benefit that has already been designated. If one of the Beneficiaries has died prior to the payment of insurance benefit, the portion of that Beneficiary will be distributed to other Beneficiaries in proportion to the share of insurance benefit that has already been designated;

If Policy Owner does not designate the amount of share of insurance benefit, benefit will be distributed equally to all alive Beneficiary (-ies).

(2) If no Beneficiaries are appointed or all Beneficiaries have died/deactivated before the insurance benefits are approved by the company, the order of benefit receiver is defined as follows:

- In case the Policy Owner is an individual: The Company pays the Policy Owner or the legal heir of the Policyholder if the Policyholder dies.
- In case the Policy Owner is an organization: The Company pays the legal heir of the Insured.

15.2 Deadline for submission of request for settlement benefits

15.2.1 The Policy Owner or Beneficiary(ies) shall notify the Company as soon as possible upon learning of an Insured Event for which the Company is required to pay insurance benefit, and thereafter shall apply to the Company, with the required documentation, for payment of insurance benefit.

15.2.2 Any application of insurance benefit must be submitted within one (01) year from the date on which an Insured Event occurs, where the one (01) year period shall not include the length of time during which a force majeure or other objective impediment occurs and continues.

15.3 Document to request for payment of insurance benefit

15.3.1 Document to request for payment of Medical insurance benefit

- a) Application form for settlement of insurance benefit (Company's form);
- b) Documents relating to treatment: prescription, test results, image diagnosis result, surgery card (in case of surgery), hospital discharge paper, medical record with details of the diagnosis and treatment applied;

- c) The original legal documents related to the payment of expenses: receipts, invoices (for electronic invoices, a conversion invoice is required), a detailed list of expenses;
- d) Accident report, driver's license, police record (in case of traffic accident), confirmation of the company / organization that employed the Insured (in case of accident labor accident);
- e) The notarized or authenticated consular legalization of documents and evidence in case those documents are not written in English or Vietnamese;
- f) Copies of identification documents of beneficiaries (National identity card/ or passport/or driving license...). The Company reserves the rights to request the Beneficiary to provide original document for verification.

15.3.2 Document to request for payment of Death/Accidental Death insurance benefit:

- a) Application form for settlement of insurance benefit (Company's form);
- b) The proof of disability/ total and permanent disability (the result of medical diagnosis of disability from an competent health organization in province or higher; and/or accident record (in case of accident injury), or summary/copy of medical history from Hospital/clinic, medical records and hospitalization documents to treat disease or accident (if any) including hospital discharge paper, medical records, test result, and related documents);
- c) Legal copies of identification papers of people receiving insurance benefits (National identity card/ or passport/or driving license...);
- d) Documents prove the right to receive insurance benefits (if any) as proof of relationship to the Insured, a written agreement on division of inherited property.

15.3.3 For the purpose of insurance benefits settlement, the Company reserves the rights to request for original documents and the Beneficiary is obliged to provide letters of authorization as per requested by the company. The Beneficiary is obliged to assist the Company in collecting relevant documents.

15.3.4 If the Insured has received partial insurance benefit paid by other insurance plan including the State health insurance scheme and requires the Company to pay the rest, the Beneficiary can submit to the Company a copy of Notarized medical documents and invoices, with confirmation from the insurance company/State health insurance agency about partial payment of Insurance benefits.

15.4 The obligation of proof

After receiving necessary documents fully, if the Company refuses to pay the insurance benefits, the Company shall give reasons clearly and send notice in writing to the claimant.

15.5 Insurance benefits payment deadline

The Company shall make payment for Insurance Benefits within thirty (30) working days after received fully all valid documents. If the payment is delayed due to the Company's fault, the Company will pay additional interest on this amount. The interest rate applicable to this deferred payment is equal to the one (01) year term deposit rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) and is published from time to time on the Company's website.