

COMBINED PERSONAL ACCIDENT & HEALTHCARE INSURANCE WORDING

*(Issued with Decision No. 1462/2014/BHBL-QĐ-TGD-QLN dated 03/09/2014 by Chief
Executive Officer of Bao Long Insurance Corporation)*

IMPORTANT NOTE:

This insurance wording is translated from the original Vietnamese insurance wording, and thus, must be used for reference purpose only. Should there is any conflict between this translated version and the original wording, the original wording in Vietnamese will prevail and will be based for all claims/ dispute settlement.

SECTION I - GENERAL PROVISIONS

Article 1 - Territorial Limit

The territorial limit set out for this insurance wording is Vietnam unless otherwise stated in the Policy Schedule.

Article 2 - Subject-matter of Insurance

1. Subject-matter Insured

All Vietnamese citizen and expatriates provided that those people are from 1 to 65 years old and is living in Vietnam.

2. This insurance shall not cover for those who is/are:

- a. Suffering from any mental disorder, leprosy, cancer (all kinds)
- b. Suffering from any disability or permanent disablement from 50% and above
- c. Undertreatment of any disease or injury

Article 3 - Definitions

In this Policy, unless otherwise required by the context, the terms shall have the following meanings:

Bao Long	shall mean Bao Long Insurance Corporation
The Insured	shall mean the person whose name is included in the Application Form accepted by the Company through the issuance of an Insurance Certificate and who is entitled to insured benefits upon the occurrence of an insured event.
Policy Polder	shall mean the organization entered the Policy with Bao Long and named as Policy Holder in the Policy
Group Insurance Policy	is an insurance policy issued for a group of Insured working for a company, corporation, union, association or any other similar organization provided that such company, corporation, the organization is the Policy Holder
Sum Insured	<u>For death and permanent disablement:</u> shall mean the maximum amount payable by Bao Long to the Insured in an insured event stated in the Policy Schedule. <u>For other situations:</u> shall mean the maximum amount payable by Bao Long to the Insured in an insurance year stated in the Policy Schedule.
Accident	shall mean any sudden and unforeseen event, caused by an external, violent and visible force, occurred within the period of insurance, resulting in death or bodily injury to the Insured and occurs beyond the Insured's control.
Hospital	shall mean a legally constituted establishment operated in Vietnam, which:

	- is capable of and has equipment for diagnosis, treatment, and surgery (including Oriented treatment). - has conditions for in-patient treatment and has a daily health monitoring system for in-patients under the supervision of a Physician at all times; Hospital shall not include: - a resort; a spa; a nursing or a convalescent, extended care facility or rest home; - a place for drug addicts or alcoholics rehabilitation center; - a place for the aged; a clinic
Physician	shall mean 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 Person himself, or the spouse or a lineal relative of the Insured Person. A Physician may be recognized as a Consultant or a Specialist
Hospitalization	shall mean the necessity for a patient to stay at least 24 hours at a medical facility for medical treatment with a Hospital Admission Certificate/Hospital Discharge Certificate issued by the medical facility, including either childbirth delivery or treatment during pregnancy.
Surgical	shall mean a scientific method to treat injuries or diseases or maternity manually performed by legally licensed surgeons through surgical operations using medical equipment or devices at a hospital, including but not limited to laparoscopic and laser surgery. Types of surgeries shall be specified in the list of surgeries issued by the Ministry of Health
Temporary Disablement	shall mean any bodily injury that prevents the Insured from carrying out all or part of his daily work within a definite period of time
Permanent Partial Disablement	shall mean any bodily injury of the Insured, which results in permanent loss of function in one or more body parts. Under this policy wording, permanent partial disablement is only be rated after the treatment of the bodily injury resulting in such disability has been completed.
Permanent Total Disablement	shall mean any bodily injury that prevents the Insured Person from carrying out his usual work or business or makes the Insured unable to work at any employment and lasts 52 consecutive weeks with no prospect of improvement. Under this policy wording, permanent total disablement is only be concluded after the treatment of the bodily injury resulting in such disability has been completed.
Permanent Total Disability due to illness/disease	shall mean a complete alteration in the Insured' body and mental health, which prevents the Insured from carrying out any personal, social, or occupational demands, or any regulatory requirements
Special Disease	shall include cancer/tumor of all types, hypertension, cardiovascular diseases, stomach ulcers, chronic inflame of bone joints, intestine ulcers, hepatitis of all types, inflammation of inside uterus, hemorrhoids, stones in the urinary and biliary systems, cataracts, sinusitis inflammation, Parkinson, diabetes, and diseases of the hematopoietic system including dialysis, hemodialysis

Pre-existing Disease	shall mean any disease or disability sustained by the Insured before the effective date of this insurance and for which the Insured: a. had received treatment within the three years before the effective date of this insurance, or b. showed medical symptoms of such disease, which have existed before the effective date of this insurance and of which the Insured was aware or should have reasonably been aware whether or not the Insured received examination or treatment
Home Nursing	shall mean nursing care services rendered by a legally licensed nurse in the Insured's home immediately after discharge (with the hospital length of stay of at least seven days). Such services shall be performed as directed by the attending Physician for specific medical reasons
Reasonable and Customary Charge	shall mean medically necessary charges that do not exceed the general level of charges made by providers of medical services of similar standing in the locality where the charges are incurred, when providing like or comparable treatment, services, or supplies for a similar illness or bodily injury
Medically Necessary Treatment	shall mean medical services or supplies that: - meet accepted standards of medicine to diagnose illness base on its symptoms - needed to treat an illness, injury, condition, disease
Post-hospitalization Treatment	shall mean Medically Necessary Treatment post-hospitalization as directed by the attending Physician and requested by the hospital, such treatment shall not exceed 30 days after discharge and is directly related to the previous inpatient treatment
Pre-hospitalization Treatment	shall mean costs of any examination and or diagnostic test as prescribed by a physician, which are directly related to the illness/injury requiring hospitalization and are incurred within 30 days before admission
Cosmetic Treatment	shall mean any medical treatment with the purpose to change the appearance, size, structure, or color of any body part of the Insured. Cosmetic treatment shall not include skin infection (except treatment of acne, skin wart, folliculitis) and necessary reconstructive surgery following an insured accident
Organ Transplant Cost	shall means cost payable for an organ transplant surgery, including operation theatre, anesthetist's fee, surgeon's fee. The cost of obtaining the organ, the cost for the donor(s), the cost of obtaining cardiac aid devices are excluded.
Dependent	shall include legal spouse, children (in blood or adopted), parents of the Insured.
Child(ren)	shall mean children of the Insured, who are from 1 to 18 years old, extended to 25 years old if still under full-time education at the university, college, vocational/technical school, unmarried and live under the care of the insured.
Illness/Disease	shall mean any unforeseen physical condition marked by a pathological deviation from the normal healthy state and necessitating medical treatment, and incurred after the effectiveness of the insurance coverage
Basic Monthly Salary	shall mean salary specified in labor contract/salary review

	agreement, and other fixed allowances in according to the policy holder's employee compensation & benefits policy made available to Bao Long, included in the policy holder's salary fund in the most recent month to the insured event. Such salary is before tax and excluding all bonus/ temporary allowance. Payable amount is calculated as follow: Basic Monthly Salary (as specified in the Policy) / number of working days in that month
Bodily Injury	shall mean bodily injury which is sustained by an Insured Person and is caused by an Accident solely and independently of any other causes during the period of insurance and necessitating medical treatment
Ambulance Services Cost	shall mean the cost of ambulance transportation from the place where the Insured suffers injury or sickness to the nearest Hospital or medical center where appropriate medical treatment can be obtained. This shall not include air transportation
Prescribed Drugs	shall mean drugs/medications prescribed by Physicians in accordance with statutory regulations. This shall not include nutrition foods, cosmeceutical, vitamin (except for vitamins indicated for supportive treatment provided that the cost of such vitamins is not more than the cost of medication)

SECTION II - INSURANCE BENEFITS

Article 4 - Personal Accident Insurance

As per stated in the Policy Schedule

Article 5 - Health Insurance

As per stated in the Policy Schedule

SECTION III - EXCLUSIONS

Article 6 - General Exclusions applied to all coverage

1. Any willful act of the Insured Person or his legal successor (except when the legal successor is below 14 years old)
2. Any bodily injury to any Insured resulting from an accident if the injury to the Insured is directly attributable to the Insured having been at the time thereof under the influence of alcohol or drug not prescribed by a medical practitioner.
3. Any serious violation of laws, regulations and other working rules by any Insured
4. Driving without a proper driving license as required by law.
5. Any treatment or use of medications not indicated by Medical Facilities/Physicians
6. Use of nutrition foods, cosmeceuticals, vitamin and mineral products (except for vitamins and minerals indicated for the treatment of any disease or symptom diagnosed as vitamin deficiency or for supportive treatment provided that the cost of such vitamins/minerals is not more than the cost of medication), nutritional or dietary supplements, cosmetic products.

7. Any treatment that is not medically necessary, not meet accepted standards of medical practice, and not prescribed by a physician.
8. Any exploration activities, extreme sport/performance, hunting, professional sports, racing (all kinds), participating in Aviation activities (other than as a fare-paying passenger), military training or army reservist.
9. Any injury or consequence resulting from any scuffle, unless when in self-defense
10. Death or any illnesses, diseases, injuries directly or indirectly arising from chemical contamination, radioactivity or any nuclear material; or natural calamities such as earthquake, volcano; or war, civil war, strike, rebellion, revolution, terrorism.
11. Any cost & treatment occurring before the inception date of insurance
12. Any cost & treatment for those do not meet the subject-matter insured conditions.

Article 7 - Exclusions applied for Personal Accident Insurance

1. Illness, disease, pregnancy abortion, occupational disease, consequences of medical treatment for illness, disease, pregnancy
2. Food/drink poisoning, poisonous fumes/gas, contamination.

Article 8 - Exclusions applied for Health Insurance

1. Any treatment that is more than medically necessary
2. Any examination/treatment or surgery for congenital anomalies, genetic deformities or diseases, examination/treatment of bodily injuries and/or any prescribed surgical operation existed before the inception date
3. Treatment at home (except for “Home Nursing”); treatment at rehabilitation centers, saunas, spas, sanatoriums or resorts, relaxation or convalescence, treatment by hydraulic or natural methods, even when such treatment is medically advised or not; Examination and treatment at medical facilities which are unlicensed to operate legally and do not provide financial documents/invoices as stipulated by law.
4. Routine medical examinations or health check-up, including, but not limited to general health check, gynaecological/andrological examination; pregnancy check-up; prenatal/antenatal care, newborn care, inoculations, vaccinations; Normal eye tests, normal hearing tests, treatment for myopia, presbyopia and astigmatism, and any treatment or corrective surgery for natural degenerative problems of hearing and/or sight ability; health check-up for travelling or job application; staying at hospital for health check-up or medical test not related to the treatment of any disease; cost incurred as a consequence of an accident.
5. Medical treatment for abnormality in biochemical, transformation test result including but not limited to high blood lipid, high hepatic enzyme, low blood calcium or similar condition; treatment for beauty purpose, aesthetic treatment and orthopedic surgery; weight-control treatment; treatment or surgery at request of the Insured other than those prescribed by the Ministry of Health
6. Treatment not scientifically recognized or any experimental treatment. Costs of providing, installing, maintaining, repairing or replacing prostheses and medical aid equipment including but not limited to false teeth/ eye, artificial body parts, hearing aids, sight aids, wheel-chair, walking aids, and the like.

7. Unless otherwise stated in the Policy Schedule, the Policy shall not cover for Out-patient treatment due to illness/disease/pregnancy, dental treatment not caused by accident. This exclusion will be removed if the Policy is extended to cover for Out-patient treatment or Dental treatment accordingly.
8. Family planning measures, fertility treatment, artificial insemination, treatment of impotence, sexual function disorder/impairment, gender transformation, hormone replacement therapies and any consequences or complications thereof. Treatment of mental/ psychological disorder, vestibular disorder, neurasthenia, chronic fatigue symptoms, eyestrain, stress, AIDS and AIDS-related Complex Syndrome (ARCS) and Human Immune-deficiency Virus (HIV) related conditions, venereal diseases and other sexually transmitted diseases, occupational diseases.
9. Special Diseases in the first 12 months from the inception date
10. Pre-existing conditions. However, this exclusion will:
 - a. apply in the first 12 months from the inception date for group less than 50 insured members.
 - b. Not apply for the group from 50 insured members and above.
 - c. For Insured members who join after the inception date of the Policy, the exclusion for Special Diseases & Pre-existing conditions will be applied for the first 12 months from the day they are added to the Policy.
11. Any cost incurred for second medical opinion or treatment for the same medical condition at the same time.

SECTION IV - THE POLICY, PREMIUM, SUM INSURED, AND INSURANCE EFFECTIVENESS

Article 9 - The Policy

In consideration and on the basis of the Application Form submitted by the Policy Holder, Bao Long will issue the Policy Schedule with full details Insured list, Certificate of Insurance for each Insured (if required). The Policy is issued for a group consisting of ten or more people working for a company, corporation, union, association or any other similar organization provided that such company, corporation, organization is the Policy Holder.

Article 10 - Endorsements

Should any content in the Policy Schedule and/or Endorsement(s) (if any) conflict with this insurance wording, such content stated in Policy Schedule and/or Endorsement(s) (if any) will be applied provided that they are not violating Vietnam Laws & regulations.

Article 11 - Premium and Sum Insured

Premium and Sum Insured must be stated in the Policy Schedule or Certificate of Insurance issued with this insurance wording.

Subject to the condition that premium is fully paid to Bao Long within the payment period stated in the Policy Schedule (unless otherwise agreed in written consent), the insurance Policy shall be made effective as the period of insurance stated in the Policy Schedule.

Article 12 - Effectiveness of Insurance Benefit

1. For renewed Policy, the insurance benefits will come to effect immediately after the premium is fully paid to Bao Long unless otherwise stated in the Policy Schedule.
2. For new or not continuously renewed Policy, subject to fully paid of premium to Bao Long, the insurance benefits will come to effect as stated below unless otherwise agreed in the Policy Schedule:
 - a. **Personal Accident:** shall come into effect right after the inception date as specified in the Policy Schedule / Certificate of insurance
 - b. **Normal illness/ diseases:** shall come into effect after 30 days from the inception date as specified in the Policy Schedule / Certificate of insurance
 - c. **Pregnancy abortion, treatment of pregnancy complication:** shall come into effect after 90 days from the inception date as specified in the Policy Schedule / Certificate of insurance
 - d. **Birth delivery:** shall come into effect after 270 days from the inception date as specified in the Policy Schedule / Certificate of insurance
3. For new Policy with a number of Insured from 50 and above:
 - a. Should the Insured received treatment of normal illness/ diseases within first 30 days: the amount payable shall be calculated based on the proportion of the number of days from the inception date to the occurrence of the insured event to 30 days.
 - b. Should the Insured received treatment of pregnancy complication or pregnancy abortion within first 90 days: the amount payable shall be calculated based on the proportion of the number of days from the inception date to the occurrence of the insured event to 90 days.
 - c. Should the Insured given birth within first 270 days: the amount payable shall be calculated based on the proportion of the number of days from the inception date to the occurrence of the insured event to 270 days.

For those joining the Policy after the inception date of the Policy, point 2a, 2b, 2c, 2d must be applied.

Article 13 - Termination of the Policy

- a. Should the Insured or his/her legal beneficiary fail to comply with the terms & conditions set out in this Policy in good faith, the insurance coverage shall be terminated and insurance benefits shall be deemed unpayable without refund of premium.
- b. To terminate the Policy mid-term, the Party requesting for such termination must send written notification to the other Party 30 days in advance. The termination of insurance Policy must comply with the Insurance Law and the Civil Law.
- c.

Article 14 - Endorsement clauses

1. Automatic addition/deletion and promotion clause

Subject to the Policy Holder's declaration to the Bao Long at the end of each calendar month during the period of Insurance, the Policy will allow automatic inclusion of any new eligible employee on joining the Policyholder's employment for an amount of sum insured in accordance with the Policy Schedule and/or in force Endorsements. The Policy will also allow automatic deletion of any existing employees leaving the Policyholder's employment. The declaration must be made in written and confirmed by Bao Long. The premium for additional/deleted Insured is computed on pro-rata basis. In case the deleted Insured already has paid claim during his/her period of insurance, the premium for that Insured shall not be refunded.

This clause shall not be applied for any Insured with the amount of sum insured higher than others at the same level, or for any dependent. Insurance coverage for those members shall only be provided subject to confirmation of Bao Long on case by case basis.

It is noted and agreed that the employees must have legally labor contract with the Policyholder in order to be considered for this insurance.

It is also noted and agreed that this clause shall also be applied in case the employee has salary adjustment (should the sum insured is on salary basis), provided that such adjustment shall be declared to Bao Long within the given declaration period. The premium will be adjusted accordingly.

2. Bodily injury due to Suffocation and Inhalation of poisonous gas/fumes, food & drink poisoning clause

Subject to other conditions and exclusions set out in the Policy and with **5% of additional premium charge**, Bao Long agrees to extend the coverage under the Personal Accident benefits for bodily injury sustained by the Insured as a result of poison event (including but not limited to food & drink poisoning, suffocation of smoke or poisonous gas/fumes). Application of this extension clause must be stated in the Policy Schedule.

Total limit (accumulated) shall not exceed **1.000.000.00 VND/occurrence**.

3. Bodily injury due to strike, riots, civil commotion clause

Subject to other conditions and exclusions set out in the Policy, Bao Long agrees to extend the coverage under the Personal Accident benefits for bodily injury sustained by the Insured as a result of the strike, riots, civil commotion, terrorism.

Total limit (accumulated) shall not exceed **1.000.000.00 VND/occurrence**.

4. Cash advance clause

Subject to the necessity for hospitalization of the Insured in particular cases,

- Bao Long can arrange cash advance up to **5.000.000 VND** provided that the amount of medical cost, based on estimation made by the hospital, exceed **2.000.000 VND**.

- In case of emergency, should Bao Long can not provide the cash advance within 24hours after the incident, the Policy Holder can, base on written consent from Bao Long, provide his/her employee with a reasonable amount of cash advance.
- The Policy Holder shall thereafter quickly notify Bao Long about such amount so remitted together with supporting documents, Bao Long shall within 15 working days reimburse that amount to the Policy Holder.

5. Occupation diseases extension clause

Subject to other conditions and exclusions set out in the Policy and with 5% of additional premium charge to Health Insurance benefit, Bao Long agrees to extend the coverage for medical treatment cost of occupational diseases provided in joint Circular 08/TT-LB dated 19/05/1976 and joint Circular 29/TT-LB dated 25/12/1991 of Ministry of Health and Ministry of Labour - Invalids and Social Affairs, and Decision 27/2006/QĐ-BYT dated 21/09/2006, Circular 42/2011/TT-BYT dated 30/11/2011 of Ministry of Health

List of Occupational Diseases:

1. Silicosis
2. Asbestosis
3. Byssinosis
4. Occupational chronic bronchitis
5. Lead poisoning
6. Benzene poisoning
7. Mercury poisoning
8. Occupational disease resulting from mangan and mangan poisoning
9. TNT Poisoning
10. Occupational disease resulting from arsenic and arsenic compound poisoning
11. Nicotine poisoning
12. Occupational disease resulting from insecticide poisoning
13. Diseases due to X-ray and radioactive
14. Noise-induced hearing loss
15. Vibration diseases
16. Occupational low blood pressure disease
17. Occupational melanosis (Melanoderma)
18. Skin diseases due to Chromium
19. Occupational tuberculosis
20. Occupational viral hepatitis
21. Occupational Leptospirosis
22. Occupational bronchial asthma
23. Occupational carbon monoxide contaminated disease
24. Occupational oil acne disease
25. Occupational ulcerative skin disease, occupational inflammation around the nails and occupational nail inflammation disease.
26. Cadimi poisoning
27. Occupational disease resulting from whole body vibration
28. HIV infection related to Occupational risk

SECTION V - DUTY OF THE INSURED

Article 15 - Duty of the Insured

1. Faithfully declare all detailed information relating to the Policy as requested by Bao Long.
2. Fully paid the premium within the premium payment period agreed in the Policy.
3. Timely notify Bao Long about any situation that may increase the risk or may give rise to a claim under this Policy.
4. Timely notify Bao Long about any insured event occurred within the period of insurance.
5. The Insured or his/her dependent shall take all reasonable precautions to prevent accidents and disease to the Insured.
6. Faithfully declare and provide supporting documents relating to the insured event.

SECTION VI - CLAIM PROCEDURES

Article 16 - Claim Documents

When requesting Bao Long to make any claim payment, the Insured or his/her legal successor, at their own cost, shall submit to Bao Long the following documents:

1. Completed Application for the claim (as per template of **Bao Long**)
2. Certificate of Insurance or the Policy (certified copy)
3. Accident report certified by the local authority, or police where the accident occurred
4. Medical documents: hospital discharge, treatment certification, surgical certification (in respect of surgery), medical book, prescriptions, X-Ray film/result etc. certified and stamped by an authorized person of Medical institution/hospital
5. Original copy of all receipts, invoices
6. Certificate of death
7. Document proving legal inheritance
8. Eligible driving license (in case of traffic accident whilst the Insured is driving vehicle from 50Cc and above)
9. Other supporting documents on case by case basis

Should the Insured authorizes another person to receive claim amount, legally authorized letter is required.

Article 17 - Claim Payment

Claim settlement will be made to the Insured or the legal representative authorized by the Insured. In case of the death of the Insured, claim settlement will be made to his/her legal successor.

Article 18 - Penalty in Claim Payment

Should the Insured or his/her legal successor fail to comply with the terms & conditions set out in this Policy in good faith, the insurance coverage shall be terminated and insurance benefits shall be deemed unpayable without refund of premium.

Article 19 - Other Insurance

1. If at the time a claim is made under this insurance, another insurance exists that would cover the same expenses and loss (except for Social Insurance), the Insured may claim against any effective policies. Where such a claim is paid under another insurance, the amount payable under this Policy shall be calculated based on the proportion of the relevant sum insured of this Policy and total relevant sum insured of other insurance Policies.
2. However, this clause shall not apply to the Death and Permanent Disability benefits

Article 20 - Notification & Claim Submission Period

Within 30 days from the insured event, the Insured or his/her legal successor must inform Bao Long in written consent. Failure to comply will result in partial or total denial of the insurance benefits except for force-majure.

Within 180 days from the insured event, the Insured or his/her legal successor must submit to Bao Long the claim documents. Failure to comply will result in partial or total denial of the insurance benefits except for force-majure.

Article 21 - Claim Settlement Turn-around Time

Upon full receipt of eligible claim documents, Bao Long shall consider, settle and make claim payment within 15 days unless otherwise agreed.

Article 22 - Time Limit for Filing Lawsuit

The time limit for filing any lawsuit in respect of the Policy is 03 (three) years from the occurrence of dispute.

SECTION VII - SETTLEMENT OF DISPUTES

Should any dispute arising from this Policy unable to be solved through negotiation, either party shall have the right to submit the case to the authority body of Vietnam.