

# **Inter**Care

# **Policy Wording**

Attached to the Document No.: 2016/BHBV/BHCN2013 dated June 24<sup>th</sup>, 2013 of Bao Viet Insurance Corporation

- I. Definitions
- II. Core plans
- III. Optional plans
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**Emergency Evacuation & Repatriation Services** 

# I. DEFINITIONS

As used herein, the capitalized terms shall have the following respective meanings:

**BAOVIET** Vietnam Insurance Corporation and their subsidiaries - The Insurer.

**Authorized Assistance** 

Company The international assistance company authorized by BAOVIET to conduct medical

relief and repatriation services.

**Accident** Any sudden and unforeseen event caused by an external, violent and visible means

during the Policy Period resulting in Bodily Injury to the Insured Person and occurs

beyond the Insured Person's control.

Acute A medical condition which has speedy symptoms and a definite end point and be

determined to be cured by Treatment.

Act of Terrorism An act, including but not limited to, the use of force or violence and/or the threat

thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in conjunction with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence

any government and/or to put the public or any section of the public in fear.

Area of coverage Area for coverage as defined in the Benefit Schedule, including where the Insured

Person can be evacuated to in the event of medical emergency and necessary treatment is unavailable locally and where the medical customary and necessary expenses

incurred by the Insured Person may be considered payable under this Policy.

**Bodily Injury** Injury caused by an Accident occurring during the Policy Period resulting in the Person

Insured's injury.

Chronic condition A medical condition that, in the opinion of a Physician who is licensed as a General

Practitioner as well as Specialists or Consultants, is progressive and persistent without

real cure.

**Co-insurance** The percentage of the total value of the incurred treatment expenses for which the

Policyholder/Insured Person is responsible.

Congenital Anomaly/

Disease Intrauterine development of an organ or structure that is abnormal with reference to

form, structure, or position in the early stage of development in the womb of the

mother, in the opinion of doctors on the medical aspects.

**Continuous Transfer** 

**Terms** The acceptance by BAOVIET of your original Date of Entry as shown by your current

insurer will be applied to your Policy with BAOVIET. We will maintain your existing underwriting or special acceptance terms, as offered by your existing insurer, such as

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any moratoria or specific exclusions and Your Policy with BAOVIET will be governed by the terms and conditions of BAOVIET policy. Any transfer will be subject to no enhanced Benefits being provided. We reserve the right at all times to decline a Continuous Transfer Terms application without giving any reason.

#### **Day-patient treatment**

Treatment which for medical reasons requires the patient to be admitted to hospital and normally requires them to occupy a hospital bed during the day, but not overnight. Hospital discharge paper or receipts of room and bed expenses are the bases of payment.

# **Dependent**

The spouse of the Insured Person (but excluding those legally separated), and/or unmarried children, step-children, foster children and legally adopted children, who are dependant on the Insured Person 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) provided that the child is in continuous full-time education.

All dependants must be named as Insured Person in the policy and only be able to be insured at the equivalent or lower benefit than the Policy Holder. Children under the age of eighteen (18) must participate with their father/mother with the same main plan and Amendment.

#### Date of entry

The date shown on the Policy Schedule or Certificate of insurance on which an Insured Person was included under this Policy.

# **Emergency**

A situation or condition placing the Insured Person in an immediate life-threatening situation.

# **Emergency Ward Treatment**

Services performed in a Hospital casualty ward or emergency room within 24 hours immediately following an accident or symptoms of an illness/disease that is life-threatening and in need of urgent treatment in an emergency room. This treatment must generate cost of hospital bed and dossier certified with the seal of the Hospital.

Where the treatment is performed in an emergency room because the service time of the casualty ward/hospital is over, it is considered as outpatient treatment.

### **Eligible Expenses**

Reasonable, necessary and routinely expenses incurred for medically necessary treatment provided to an Insured Person for injury, sickness or disease.

#### **Full cover**

All actual medical expenses arise from treatment of the Insured during hospitalization paid by BAOVIET. However, the total payable expenses shall not exceed the limit of the Plan chosen per period of insurance.

# **Group policy**

Means a Policy of a group of employees working in same organization or company, who are composed of at least 3 persons and that organization or company will act as the Policyholder.

# Hospital

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

# Hereditary

Transmitted from parents to offspring, inherited and which presents symptoms at birth.

**Home Country** 

The country where the Insured Person were born and/or registered as a legal citizen.

**In-patient Treatment** 

Treatment provided when an Insured Person has to stay in a hospital bed and is admitted for one or more nights solely to receive treatment.

**Insured Person** 

An individual who has completed or whose name is included on an Application Form for the Policy and for whom commencement of cover has been confirmed, or who has been issued with a Certificate of Insurance.

**Medical Condition** 

Means any unusual condition of body or mental injury caused by accident, illness or disease, which needs medical treatment.

**Maximum Limit** 

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

**Out-Patient** 

Medical treatment provided to the Insured Person when he/she registers in a Hospital, or in any other facility for medical care, but is not admitted to a Hospital bed as an In-Patient or Day-Patient.

**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 Person himself, or the spouse or lineal relative of the Insured Person. A physician may be recognized as a Medical Consultant or a Specialist.

Place of Residence

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

**Policy** 

Shall mean the contract of insurance between BAOVIET and the Policyholder providing cover as detailed in this Policy document. The Policy comprises of The Application Form, the Health Report at entry (if any), the Policy Schedule and/or the Certificate of Insurance and this policy document which shall be read as only one document.

**Prescribed Drugs** 

Medication the sale and use of which is legally restricted to prescription by a Physician, not including items which may be purchased without a Physician's prescription, functional food, cosmetics, supplements and vitamins. However, BAOVIET shall consider indemnifying for the supplements and vitamins in the following cases:

- \* These supplements and vitamins are prescribed by a Physician;
- \* These supplements and vitamins are used to assist the treatment;
- \* The prescription must be accompanied by medications;
- \* Total cost for these supplements and vitamins shall not exceed 20% of the total cost of a prescription unless otherwise agreed.

#### **Pre-Existing Conditions**

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

Pre-existing conditions include, but not limited to, VA inflamation in need of scrape, tonsillitis in need of cutting, deviated nasal septum in need of surgery, vestibular disorder, asthma, tympanitis in need of surgery, sinusitis, spine degeneration, haemorrhoids in need of surgery, osteoarthritis, spinal disc herniation and polyposis.

# **Special Diseases**

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

- a. Cancer and tumors of any kind
- b. Diseases of heart, liver (hepatitis A, B, C), pancreas, kidney, lung failure
- c. Diseases related to hematopoietic (blood forming) system and including pancreatic failure, acute and chronic leukemia.
- d. Growth hormone deficiency
- e. Diabetes mellitus
- f. Parkinson's disease.

# Reasonable & Customary

#### Charges

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

# **Serious Medical Situation/**

Life-threatening situation Shall mean a condition which in the opinion of the Assistance Company and/or BAOVIET constitutes a serious medical Emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical Emergency and the local availability of appropriate medical care or facilities.

#### Specialist/Consultant

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

#### **Sub-limits**

The maximum benefits under the Policy per each insured event as listed in the Benefits Schedule. However, the total sub-limits will not exceed the maximum limit of each benefit plan.

# **Treatment**

Surgical, medical or other procedures the sole purpose of which is the cure or relief of a medical condition.

# **Professional Sport**

**Activities** 

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

# **Aid Equipment**

All parts or equipments which are put/implanted into a part of the body in order to assist the functionality of that part or medical devices which assist for surgical, disease treatment including but not limited to disc, metal screws in bone surgery, pacemakers, stapler for hermorrhoids surgical in accordance with Longo surgery method, stents in

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artery surgery, other locomotion-assiting equipments such as crutches, trolleys, hearing aids, glasses and other orthotics with aesthetic nature...

**Prothesis:** means all artificial body parts fitted or put into the body to replace and perform the functions of a certain part which is defective or lost.

#### **Organ Transplantation**

Refers to heart, lung, liver, pancreas, kidney or bone marrow transplant surgeries for an Insured Person performed by a duly qualified physician in a hospital. The expenses for the acquisition of transplant organs and all arising expenses incurred by the donor are not covered under this Policy.

# A visit of Examination/ Treatment

- A visit by a Physician for the clinical examination, testing, imaging diagnosis, functional probe or any other examination and medications for disease diagonis and treatment.
- A consultation held by many Specialists in front of a patient in accordance with the hospital's regulations is considered as a visit.
- Where a patient has a number of visits to a speciality within one day, it is considered as a visit.
- Where a patient must visit some other specialities, whether assigned by a Physician, in the same Medical facility and in a time of visit, it is still considered as a visit.

# **Surgical Operation**

Means a scientific method to treat injuries or diseases which are undertaken by legally licensed surgeons through manual operations with medical instruments or equipments in the Medical facility including but not limited to methods with the similar results such as laparoscopic surgery, lithotripsy, minor surgery and treatment procedures.

#### **Consumable Materials**

Means materials which are used once or a number of times to assist the diagnosis and treatment of diseases not permanently installed in the body except the cases that these materials are self-consumable inside the body or the taking of them out of the body could be done without affecting the functioning of the body (e.g steel thread) but is unnecessary because these materials are not eliminated by the body.

# **Physiotherapy**

A method of treatment using physical measures to reduce pain, restore function of muscles or the normal daily activities of the patient as prescribed by the a Physician (except for massage or gait improvement training methods).

# II. CORE PLAN (IN-PATIENT TREATMENT)

The Benefits mentioned in this Policy are provided to the Insured Person for medical and emergency transportation expenses following an illness/accident in the scope of insurance as specified in this Policy.

Upon receipt of Proof of Claim, BAOVIET will pay the Benefits incurred under the Policy based on the policy sublimits up to the Maximum Limit shown in the Certificate of Insurance. The Benefits are limited to the actual, customary, necessary and reasonable expenses.

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

Hereunder is explanation for major benefit in the Benefit Schedule. For more detail of Sum Insured for each benefit in different plan, please see Benefit Schedule.

#### 1. Room and Board

BAOVIET shall pay hospital charges for your hospital accommodation provided as part of your day-patient or inpatient treatment, including all your own meals (must be provided by your admitted hospital and according to the standard of hospital accommodation where you admitted). BAOVIET does not pay for personal items such as telephone calls, newspapers, guest meals or cosmetics.

BAOVIET does not pay hospital charges for hospital accommodation if they relate to an overnight stay for treatment which would normally be provided as out-patient.

# 2. Intensive Care Unit

BAOVIET shall pay hospital charges for treatment in an intensive care unit (ICU), high dependency unit (HDU), or coronary care unit (CCU) which gives constant monitoring during day-patient or in-patient treatment.

# 3. Hospital Miscellaneous Expenses

If the Insured Person is in hospital confinement, BAOVIET shall also pay for reasonable and customary charges for hospital services or materials that are medically necessary, including but not limited to the following costs:

- a) Drugs and medicine consumed whilst in hospital confinement;
- b) Dressings, ordinary splints and plaster casts;
- c) Laboratory examinations;
- d) Electrocardiograms;
- e) Basal metabolism tests;
- f) Physical therapy;
- g) X-ray therapy, radium therapy, radium and isotopes;
- h) X-ray examination;
- i) Intravenous infusions;
- j) Administration and the cost of blood or blood plasma.

# Pathology, X-rays, MRI, CT and PET scans, diagnostic test

These tests must be recommended by your attending doctor to essentially help determine or assess your condition and carried out in a hospital as part of charges for hospitalization.

BAOVIET also pays hospital charges for treatment provided by therapists (such as physiotherapy) if it is needed as part of your day-patient or in-patient treatment in a hospital.

### 4. Pre-hospitalization treatment

BAOVIET shall pay for Doctor Consultations and Diagnostic procedures necessarily taken and directly relating to an eligible medical condition that required immediate hospitalization, and the findings of the diagnosis are the basis for the attending doctor to conclude that the hospitalization treatments are necessary, provided that such diagnosis are performed within 30 days prior to the hospital admission.

#### 5. Post-hospitalization treatment

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

#### 6. Home nursing

BAOVIET shall pay for the nursing care services of a legally licensed nurse in the Insured Person's abode when prescribed by a Physician for medical as distinct from domestic reasons immediately following a covered In-Patient stay in the hospital. Cover will be limited to a maximum period of days as stated in the chosen Program and subject to the minimum in hospital stay of 7 days.

# 7. Surgical Operation

BAOVIET shall pay for medical expenses for day-patient or in-patient surgical operations as defined, including charges for medications, consumable materials, necessary equipments not included in exclusions, surgical procedure, operating theatre, surgeon, anesthetists fees for the purpose of carrying out anesthesia and normal costs for pre-surgical assessment, normal post-surgical care and re-operation. Surgical charges do not include diagnostic procedures.

#### 8. Organ Transplatation

BAOVIET shall pay for hospital charges of surgical transplant of heart, lung, liver, pancreas, kidney or bone marrow to an Insured Person 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 the Policy.

#### 9. In-hospital Specialist Consultation

BAOVIET shall pay for specialist consultation during hospitalization, subject to one visit per days and 90 days/year as the limit as defined in the Benefit Schedule.

# 10. Emergency Illness/Accident Cover

BAOVIET shall pay for treatment taken within 24 hours at an emergency ward of a hospital following an urgent accident or illness as the definition of Emergency Ward Treatment. Limit per policy period as defined in the Benefit Schedule.

# 11. Emergency Accidental Pregnancy Treatment

If an Insured Person who sustains a complication of pregnancy by an Accident giving rise to emergency treatment, a benefit equal to the actual, necessary and reasonable charges made by the hospital for such emergency treatment shall be payable. This benefit excludes any costs of childbirth/baby delivery and any associated costs consequent of Accident (e.g. embryotrophy, etc.)

#### 12. Emergency Accidental Dental Treatment

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

A sound natural tooth has no decay, no filling on more than two surfaces, no gum disease associated with bone loss, no root or canal therapy.

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

# 13. Expenses for Transportation in Emergency Case

BAOVIET will pay for Ambulance cost in case of emergency to transport an Insured Person from the place of incident to the nearest hospital or transfer from a hospital to another one following the instruction of the treating doctor.

Limit of this benefit is stated in the Benefit Schedule.

# 14. Emergency Medical Evacuation & Repatriation

Please refer to the information given at the end of this Wordings for more detail

#### 15. Accute Mental Disorder

BAOVIET pay for In-patient treatment in recognized psychiatric unit of a Hospital in acute circumstance of mental disorder. All treatment under this Benefit must at all times be administered under the direct control of a registered psychiatrist. The initial consultation with a Medical Practitioner (not a psychiatric specialist), which results in a psychiatric referral is also covered (as per schedule attached). IP1 (Select) program will not include this benefit.

# 16. Daily Allowance Benefit

BAOVIET will pay in-patient cash benefit shown in the Benefit Schedule per night up to maximum 20 nights per policy period.

# III. OPTIONAL PLAN

# **OPTION 1: OUT-PATIENT TREATMENT**

This additional benefit shall cover for out-patient treatment due to illness/accident below:

- 1. General Practitioners and Specialist fees.
- 2. Prescribed medicine.
- 3. Laboratory test, diagnostic and treatment prescribed by a physician.
- 4. Medical aids which are necessary as part of treatment for broken limbs or injuries (e.g. plaster casts, bandages) prescribed by a physician.
- 5. Physiotherapy, radiotherapy, heat therapy or phototherapy prescribed by a physician.

Please refer to the Benefit Schedule for more details.

# **OPTION 2: PREGNANCY AND CHILDBIRTH (MA)**

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

Unit: VND

MA	Select	Essential	Classic	Gold	Diamond
Maximum Aggregate Limit for the whole insurance preriod	21.000.000	31.500.000	63.000.000	84.000.000	105.000.000

# **Benefit:**

# a) Complications of pregnancy and childbirth

BAOVIET shall pay for medial expenses arising from complications during the period of pregnancy and childbirth which need obstetric procedures. Cover is provided for caesarean sections required on medical grounds and does not include voluntary caesarean sections (or medically required due to a previous elective caesarean section). complication of pregnancy and childbirth including but not limited to the followings:

- Miscarriage or when the fetus has died and remains with the placenta in the womb;
- > Stillbirth abnormal cell growth in the womb;
- > Ectopic pregnancy;
- Post-partum haemorrhage;
- > Retained placental membrane;
- Therapeutic abortion including abortion cases due to hereditary diseases/congenital malformation of the fetus or protection of the life of the mother;
- Complications following any of the above conditions.

# c) Normal Delivery/ Childbirth

BAOVIET will pay for medical costs arising from normal delivery/ childbirth, including but not limited to the hospital charges, specialist fee, the mother's immediate pre and postnatal care in hospital, postnatal suture.

# **Waiting period:**

For individual policy: This benefit shall only be paid provided that the conception date begins not less than 12 months from the Effective Date of this benefit.

For group policy: This benefit shall be paid after 12 months from the Effective Date of this benefit.

# **OPTION 3: DENTAL CARE (DC)**

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

Unit: VND

DC	Select	Diamond	
Maximum Aggregate Limit for the whole insurance preriod	21,000,000	31,500,000	
Area of coverage	Vietnam	Worldwide	
Benefit:  1. Routine Dental Care  Check-up and diagnosis  Tooth cleaning  2. Dental Treatment  Normal filling (amalgam, composite or fuji)  Removal of decayed teeth.  Removal of impacted, buried or un-erupted teeth  Removal of roots  Removal of solid adontomes  Apicetomy  Root canal treatment  Gingivitis, pyorrhoea.	Co-insurance: 20%	Co-insurance: 20%	
3. Special Treatment, Dentures New or repair of bridge work, porcelain crowns, dentures.	Co-insurance: 50%	Co-insurance: 50%	

# **OPTION 4: PERSONAL ACCIDENT (PA)**

This additional benefit shall cover for death or permanent disablement due to accident within 24 hours of a day.

The benefits described herein shall be payable, as stated in the Table of Disability Percentage below:

Accidentally bodily injury results in	% relevant Sum Insured
Death	100%
Total Permanent Disablement:	
- Total and unrecoverable loss of sight in both eyes	
- Full and incurable mental disorders	
- Loss of two arms or two hands	
- Loss of an arm and a foot or an arm and a leg or a hand and a foot	100%
- Loss of two legs or two foots	
Partial Permanent Disablement	

- Permanent and total loss of hearing in both ears	70%
- Permanent and total loss of hearing in one ear	20%
- Total loss of speech (Dumb)	50%
- Permanent and total loss of sight of one eye	50%
Loss by physical severance or permanent and total loss of use of:	
-One arm from shoulder	50%
- One leg from hip	50%
- Both phalanxes of the great toe	10%
- One phalanx of the great toe	03%
- Any other toe	02%
- Both phalanxes of the thumb	25%
- One phalanx of the thumb	10%
- Index finger	15%
- Middle finger	10%
- Ring finger or little 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.
- Any partial permanent disablement of limbs not specified in this table	Amount payable shall be assessed
	according to the seriousness of the
	disability as compared with that of
	these actually specified.

The benefit shall be payable for death or permanent disablement as a consequence of the accident, occurring within 24 calendar-months from the date of the incident, provided that the cause of such accidental death or disablement arises within the insurance period.

# **Exclusions applied for Personal Accident benefit:**

BAOVIET shall not be liable for paying benefits in the Endorsement in case Insured Person participate in any following dangerous or hazardous activities and any reason arising from tsunami, volcano or earthquake.

	Aqualung diving	f.	Hurling
	Boxing	g.	Ice hockey
	e	ĥ.	Parachuting
	Climbing (with the rope)	i.	Any race
	Hang gliding	i	Show jumping
e.	Yachting beyond 5 kilometers of a coastline	k.	Skydiving

# **OPTION 5: TERM LIFE (TL)**

# a) Scope of Cover:

This benefit shall cover for death or total permanent disablement due to any reason other than accidents and exclusions specified in this Policy within the insurance period.

# b) Validity of Insurance:

This benefit shall be effective after 90 days from the day of premium payment (unless otherwise agreed). In case of continuous contract renewal, this benefit shall be immediately effective after the Insured Person pays the premium for the subsequent period.

In case of death due to special diseases and pre-existing conditions as defined, this benefit shall only be effective for the Insured Person who continuously participate in the contract from the second year onwards.

This benefit shall not be applied for Insured Person over 70 years old.

# c) Benefit:

In case of death or total permanent disablement under the scope of insurance, BAOVIET shall pay total Sum Insured stated in the Insurance Certificate or Insurance Schedule.

# IV. GENERAL EXCLUSIONS

(Applied to the Insurance Policy and all Endorsements)

The following treatment, items, conditions, activities and their related or consequential expenses are excluded from this Policy:

- 1. Pre-existing conditions, special diseases as defined shall be excluded in the first year of insurance. This exclusion shall not be applied in the following cases:
  - + Group policy with at least 30 people.
  - + In case of participation in individual and family policies in 12 consecutive months, pre-existing conditions and special diseases shall be covered up to the limit shown in the Benefit Schedule.
- 2. Home services or treatments if it is not prescribed by a Physician (except for nursing cost as specified in the Benefit Schedule of this Policy) or treatments received in health hydros, nature cure clinics, spa, sanatorium, or long term care facility or similar establishment.
- 3. Routine medical examinations or check-ups, including but not limited to general health checks, gynaecological check-up, antenatal/prenatal and postnatal check-up, newborn neo-natal care, inoculations, vaccinations and preventative medicines, normal eye tests, normal hearing tests, non-medical/natural degenerative eye defects, including, but not limited to myopia, presbyopia and astigmatism and any corrective surgery for non-medical/natural degenerative sight and hearing defects, medical certificates and examination for employment or travel.
- **4.** All dental treatment or oral surgery (in-patient and out-patient) except for emergency treatment following an accidental damage to sound, natural teeth. Artificial teeth or denture of any type. This exclusion is not applied if Option "Dental Care" is applicable.
- 5. Any type of treatment for beauty purpose, weight problems (weight increase, decrease, obesity, rickety...), skin pigmentation (hyperpigmentation), treatment for hair loss, cosmetic or plastic surgery and any consequence thereof unless it is re-constructive surgery necessitated by an accident/illness that occurred during the period of insurance stated on the Policy.
- **6.** Treatment for sleep related breathing disorders (including snoring) with unknown cause, depression, stress, chronic fatigue, insomnia or epilepsy.
- 7. Tests or treatment directly or indirectly arising from or required in connection with: male and female birth control, any abortion performed due to psychological or social reasons, infertility and/or fertility and sterilization or its reversal, or any form of assisted conception, or treatment of impotence, or sex change, or any consequence or complications thereof.
- **8.** Pregnancy and Childbirth of any type except complication of pregnancy caused by accidents. This exclusion is not applied if Option "Pregnancy and Childbirth" is applicable.
- **9.** Birth defects, Congenital Anomalies, genetic deformities or diseases, Hereditary Medical Conditions with symptoms present at birth.

- **10.** Costs of providing, maintaining or fitting, repairing any prostheses or appliances as defined and treatment aid equipments such as corrective devices, hearing and/or visual aids, crutches, wheelchairs or other equipments used for the Insured Person's diagnosis.
  - Devices implanted inside the body such as pacemakers, aerosols, stent or Longo knife for hemorrhoid surgery, etc. are covered up to 70% of the total cost.
- 11. Treatment of all mental illnesses and psychiatric disorders (excluding acuteness) and Alzheimer.
- 12. Chronic supportive treatment of renal failure, including dialysis (artificial blood filtering).
  - BAOVIET will, however, pay for the cost of renal dialysis incurred:
  - a. immediately pre and post operation.
  - b. in connection with acute secondary failure when dialysis is part of intensive care.
- **13.** Treatment involves ligament reconstructive surgery (this exclusion is not applied after 12 months of continuous cover under this Policy).
- 14. Any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related Complex (ARC) and any other AIDS related conditions or diseases, and venereal diseases or any other sexually transmitted diseases or any related condition.
- 15. Willful misconduct of the Insured Person or the Beneficiary; Violation of law, regulations and other rules of the local authority or other social agencies, violation of traffic regulations such as racing, riding or driving any kind of transportation with the blood alcohol level exceeding the limit specified by the Law on road traffic safety.
- **16.** Treatment for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such usage, abuse or addiction.
- 17. The Insured Person's act of fighting (unless such act can be proved that it is only a defense against an attack), participation in or training for any professional sport activities or any form of professional race or competition.
- **18.** Aviation acitivities other than as a licensed fare-paying passenger. Participation in military demonstration or training, fighting in armed forces.
- 19. Treatment and expenses directly or indirectly arising from or required as a consequence of: war, riots, invasion, acts of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on or on behalf of or in connection with any organization actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.
- **20.** Treatment directly or indirectly arising from or required as a result of chemical contamination or contamination by radioactivity from any nuclear fission, or from the combustion of nuclear fuel, asbestosis or any related condition.
- **21.** Examination, testing, treatment and use of drugs without prescription or diagnostic conclusions of the treating Physicians/ doctors. Treatment is not scientifically recognized.
- **22.** General Out-patient Services other than an emergency Out-patient treatment following an accident. This exclusion is not applied if Option "Out-patient Treatment" is applicable.

- 23. Treatment outside the area of coverage of the plan which is selected and declared on the Policy Schedule.
- **24.** Functional foods, minerals, supplements and organic substances for nutrition or for diet available in natural, cosmetic and pharmaceutical products.

# V. GENERAL CONDITIONS

#### 1. Commencement and Renewal

Insurance shall commence from the date specified on the Policy Schedule or Certificate of Insurance. All premiums will be payable on or before the Commencement Date (except for other agreement). If payment is not received, the Insurance will be void from the very first date of the period for which the premium has not been received unless otherwise specified.

In case of medical expenses incurred for treatment of normal illness/ disease: all benefits shall take effects after 30 days from the effective day of the policy.

The renewal premium will increase if the Insured Person enters a new age group (as classified in the Premium Table) on the date of renewal. Based on the situation of loss, BAOVIET is entitled to adjust the benefits or the renewal premium.

Subject to continued renewal, insurance will cease at the first Due Date following the 72<sup>th</sup> birthday of the Insured Person, unless otherwise agreed in writing by BAOVIET.

# 2. Termination

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain benefits hereunder then the Certificate of Insurance shall be cancelled immediately and all benefits and premiums forfeited.

BAOVIET shall have the right not to renew the Policy and/or to cancel the Policy at any time by giving thirty (30) day written notice in advance and a refund will be given after a deduction based on the pro rata rates. In such cases, the Insured Person shall have to return the Insurance Certificate and Card to BAOVIET as soon as practicable.

The Insured Person may terminate the Policy at any date subject to thirty (30) day written notice in advance and return the Insurance Certificate and Card to BAOVIET. A refund of premium, subject to no claim paid, will be given based on short-term period rates.

# 3. Change of coverage

The coverage can be revised upon the renewal of the policy only.

# 4. Eligibility

The Policy is designed for all Vietnamese and foreign people who lives legally in Vietnam for a period of at least 6 months per year.

The maximum age for enrolment is 69 for all new enrollment and 72 for renewal policy.

Dependant must be covered under the same plan including the basic cover and all endorsements as the main applicant and subject to acceptance by BAOVIET.

Newborn children shall be eligible for insurance, subject to satisfactory evidence of good health, fifteen (15) days after the date of birth or fifteen (15) days after the discharge from the hospital, whichever is later, and to acceptance by BAOVIET following the submission of an Application for Insurance.

Children under the age of 18 must participate with their father/mother and be covered under the plan which is similar to or lower than those of the Policyholder including both the basic cover and endorsements.

People suffering from a mental illness or permanent disability from above 80% will not be covered by BAOVIET.

#### 5. Examination

BAOVIET shall have the right and the opportunity through his medical representative to examine any Insured Person whenever and as often as may be reasonably required within the duration of any claim. In addition BAOVIET shall have the right to request an autopsy to be performed in the case of death, where this is not forbidden by law or traditional customs.

# 6. Notice of Change of Circumstances

The Insured shall give immediate notice to BAOVIET of:

- (1) Any change of address, occupation or pursuits;
- (2) Any injury, disease, physical defect or infirmity incurred;
- (3) Any other insurance purchased by the Insured Person against accident or incapacity.

Failure of the Insured Person to give notice shall entitle BAOVIET, in the event of claim, to repudiate such claim or, at its discretion, to adjust the benefits payable.

#### 7. Short Period Premium

The Short Period Premium is:

For period not exceeding 1 week 1/8 of annual premium For period not exceeding 1 month 1/4 of annual premium For period not exceeding 2 months 3/8 of annual premium For period not exceeding 3 months 1/2 of annual premium For period not exceeding 4 months 5/8 of annual premium For period not exceeding 6 months 3/4 of annual premium For period not exceeding 8 months 7/8 of annual premium For period exceeding 8 months full annual premium

# 8. Clerical Error

Clerical errors by BAOVIET shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

# 9. Notice of Transfer

BAOVIET shall not be bound to accept or be affected by any notice of any transfer or mortgage related to this Policy.

# 10. Subrogation

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

#### 11. Arbitration

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

# 12. Legal Proceedings

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

The parties herein agree that the Law of Socialist Republic of Vietnam shall govern and control in the event of any conflict or dispute between the parties with regard to the Insurance Policy.

# 13. Premium Payment

All premiums are payable once annually in advance or before the due date shown in the Debit Note of BAOVIET or appointed Broker. The prevailing rates of exchange of some Banks at the time of payment shall be applied.

For renewals, the annual premiums are payable not later than thirty (30) days after the renewal date of the policy.

If premium is not paid within the period specified above, the temporary Certificate of Insurance will be cancelled.

#### 14. Currency conversion

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

In case of premium adjustment, the exchange rate is also applied as above.

This regulation of currency exchange must be in compliance with the Socialist Republic of Vietnam Law.

# VI. CLAIM PROCEDURE

#### I. GENERAL PRINCIPLE:

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

For all claims, the Insured Person or Beneficiary must submit the following original documents in English or Vietnamese to BAOVIET within 01 year from event of insurance happening or 60 (sixty) days from the date of discharging hospital or finishing treatment:

- o Claim form (according to BAOVIET form).
- o In case of accidents:
  - a) Accidents in daily life: summary of the accident without the company's confirmation in any case.
  - b) Work-related accidents: report of the accident with the company's confirmation in any case.

- c) Traffic accidents: report of the accident (clearly indicating the reason, time and place) in any case and report of the Police in case of the Police's participation.
- O Documents related to medical treatment and expenses: medical prescriptions, diagnosis note, hospital discharge note, treatment record, test results, surgical certificate (in case of surgical operation) and other documents related to the medical treatment. Payment documents such as invoice, bills or receipts should be in the forms provided by the Ministry of Finance. All these documents must be sealed by the treating medical facility.
- o Death Certificate and the Certificate of lawful inheritance (in case of death).

Time bound: within 15 working days from the date of receiving original and valid documents in full, BAOVIET shall have responsibility in confirming claim settlement results to the Insured Person, Beneficiary or Legal Representative of the Insured Person.

#### 2. General claim information

All documents and materials, (including but not limited to original invoice, certificates and X-ray), which are required by BAOVIET to support a claim, shall be provided free of charge to BAOVIET, including if it requested, a medical report and any details of Insured Person's medical history prior to any claim being made.

In case where medical information is required by BAOVIET for consideration of a claim but is not available, it will be Insured Person's responsibility to obtain such information at Insured Person's cost.

# 3. Self-insurance/Other insurance/Thirty party claim

The Policy will not provide the insured benefits other than on a proportional basis if the Insured Person has any other effective Insurance that entitles him/her to the Medical Expenses benefits upon the occurence the insured event.

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

# II. EMERGENCY

# 1. Request for Assistance, Emergency Evacuation

In case of emergency, the Insured Person or his/her representatives as soon as practicable shall call BAOVIET's Hotline: (84) 43 936 8888 or (84) 904 832 888.

Place	Address	Telephone No.	Fax No.
Hanoi, Vietnam	35 Hai Ba Trung, Hoan Kiem District, Hanoi	(84) 4 39368888 (84) 904 832 888	(84) 4 38245157
Ho Chi Minh City, Vietnam	233 Dong Khoi, District I, Ho Chi Minh City	(84) 8 35202555 (84) 904 832 888	(84) 8 35202666

In order for BAOVIET to determine the assisting method, the Insured Person shall provide the following information upon contact:

- Name of the Insured Person, No. of the Policy and the expiration day of the insurance period.
- Telephone number and contact address.
- Summary of the actual situation of the Insured Person in need of assistance.
- Name, address, telephone number of the Hospital to which the Insured Person is transferred.
- Name, address, telephone number of the treating Physician and Family Physician (if any).

Medical expert team of the Assistance Company is entitled to directly contact with the Insured Person to understand his or her health situation. If the Insured Person fails to execute that obligation, the Insured Person will not receive medical assistance in any forms unless there are reasonable causes to prove their inability to execute.

#### 2. Life-threatening situation

In a life-threatening situation, the Insured Person or his representative should always try to arrange for emergency transfer to a hospital near the place of incident through the most appropriate means, and notify the Assistant Company and BAOVIET as soon as practicable.

# 3. Hospitalization prior to notice the emergency Assistance Company

In any case of illness or bodily injury requiring hospitalization, the Insured Person or any person acting on his behalf must inform to BAOVIET/the Assistant Company within 24 hours from the time of admission. Failure to do so may entitle BAOVIET/Assistance Company to invoice the Insured Person for a part of the supplementary cost that has arisen out of the delay.

#### III. NORMAL TREATMENT

# 1. Treatment inside Bao Viet's direct billing network

When attending the hospital treatment in hospitals or clinics inside BAOVIET's direct billing network, please follow the procedures listed below:

- Please present your membership card and ID card or Passport, Birth Certificate (in case of children) to the hospital, clinic.
- Check the Claim form provided by the hospital or clinic after the treatment and sign in to confirm that treatment
- Settle any excess amounts or uninsured items with the hospital.

# 2. Treatment outside Bao Viet's direct billing network

When attending the hospital treatment in legal medical facilities outside BAOVIET's direct billing network, the Insured Person shall pay all treatment expenses and send the payment documents to BAOVIET to be compensated for the expenses in the scope of insurance.

#### IV. CLAIM DOCUMENTS

### 1. OUT-PATIENT TREATMENT

Please submit all bills together with original receipts and make sure the following information/documents is/are included:

- a. Claim Form with name of the patient, Membership Number and Policy Number;
- b. Information of the treating Physician: name and address of the clinic or its registered office;
- c. Date of treatment/visit with diagnosis or name of injury;
- d. Detailed breakdown of charges/services with actual charges paid (with original receipts).

### 2. IN-PATIENT AND DAY-PATIENT TREATMENT

Please submit all bills together with original receipts and make sure the following information document is/are included:

- a. A completely filled Claim Form;
- b. Name of Patient, Membership Number and Policy Number;
- c. Date of hospital admission and discharge, confirmation of room and board expenses;
- d. Diagnosis of disability requiring the hospitalization and name of surgical procedures performed (if any);
- e. Itemized charges/details breakdown of charges during the hospitalization.

#### 3. PERSONAL ACCIDENT TREATMENT

## The following documents are required:

- a. Original bills and receipts/invoices;
- b. Hospital's reports giving details on the nature of the injury and period of disability;
- c. Report of the Police at the place where the Insured Person got accident;
- d. In case of Death due to accident, a completed "Claim Form Death", a copy of the Death Certificate and the relevant coroner's report.

#### Notes:

- If the Physician recommends the Insured Person be treated at Physiotherapy, Chiropractic, Osteopathic, Homeopath or Acupuncture, please enclose with the letter of recommendation or introduction of the Physician.
- Where applicable laboratory tests results and/or X-ray was provided, please include the test results with Insured Person's claim.
- If the claim documents are not sufficient for claim adjudication, BAOVIET or its administrators reserve the rights to request further information or a "Claim Form" from the claimant to facilitate the claim assessment process.

# **Emergency Evacuation & Repatriation Services**

This document is part of the policy wording

# **GENERAL SERVICES**

The following service will be provided in case of Emergency Evacuation

#### 1. Medical service provider referral

The Assistance Company authorized by BAOVIET shall provide to the Insured Person, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics within the territorial limit of the chosen plan (collectively "Medical Service Providers"). The Assistance Company authorized by BAOVIET shall not be responsible for providing medical diagnosis or treatment. Although the Assistance Company shall make such referrals, the final selection of Medical Service Provider shall be the decision of the Insured Person. In such cases, the Assistance Company authorized by BAOVIET will exercise care and diligence in selecting the Medical Service Providers.

# 2. Arrangement of appointment with local Physicians for treatment

(Only applicable to the insured person travelling out of Vietnam)

The Assistance Company authorized by BAOVIET will assist the Insured Person by arranging for appointment with a local Physician for examination or treatment.

# 3. Arrangement for hospital admission

(Only applicable to the insured person travelling out of Vietnam)

If the medical condition of the Insured Person is of such gravity as to require hospitalization, The Assistance Company authorized by BAOVIET will assist the Insured Person with arrangements hospital admission upon request.

#### 4. Arrangement and payment for emergency medical evacuation

After inspecting the situation of the Insured Person, the Assistance Company authorized by BAOVIET shall immediately inform to BAOVIET whether the Insured Person's situation is of such gravity as to require emergency.

After receiving BAOVIET's agreement on authorization for emergency evacuation, to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out, the Assistance Company shall arrange for emergency transportation to move the Insured Person in critical condition to the nearest hospital in the area of coverage as specified in the Insurance Certificate with reasonable treatment.

BAOVIET shall pay for the medically necessary expense of such transportation and communication and all usual ancillary charges incurred in such services so arranged by it and extended to cover for economy class airline return ticket for one other person to travel with the Insured Person as an escort.

## 5. Arrangement and payment of repatriation following Emergency medical evacuation

After inspecting the situation of the Insured Person, the Assistance Company authorized by BAOVIET shall immediately inform to BAOVIET about the arrangement for repatriation of the Insured Person.

After receiving BAOVIET's authorization on means and method by which such repatriation will be carried out, the Assistance Company shall arrange for repatriation of the Insured Person in the area of coverage of the insurance plan. The medical expense of subsequent In-Hospital treatment in a place inside or outside the Socialist Republic of

Vietnam will also be covered in the Hospital Miscellaneous expenses of the policy. BAOVIET shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by it.

# 6. Arrangement and payment of repatriation of mortal remains

The Assistance Company appointed by BAOVIET after receiving BAOVIET's authorization will arrange for transporting the Insured Person's mortal remains from the place of death to the insured's residence of the Socialist Republic of Vietnam or his/her Home Country in the Territory Scope of chosen Program or arrange for local burial at the place of death as requested by the Insured Person's family and with BAOVIET's approval. BAOVIET will pay for all expenses reasonably and unavoidably incurred in such transportation or alternatively pay the cost of burial at the place of death so arranged by The Assistance Company.

#### 7. Delivery of essential medicine

(Only applicable to the insured person travelling out of Vietnam)

The Assistance Company authorized by BAOVIET after receiving BAOVIET's authorization will arrange to deliver to the Insured Person essential medicine, drugs and medical supplies that are necessary for his/her care and/or treatment but which are not available at his/her location. The delivery of such medicine, drugs and medical supplies will be subject to laws and regulations applicable locally. BAOVIET will pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

# 8. Guarantee of medical expenses incurred during hospitalization & Monitoring of medical condition during hospitalization.

# **Outside Vietnam:**

Upon request, the Assistance Company shall assist the Insured Person to arrange for hospital admission and with authorization and on behalf of BAOVIET, to provide guarantee of hospitalization expenses incurred during his/her hospitalization. The Assistance Company authorized by BAOVIET will also monitor the Insured Person's medical condition with the hospital's attending physician; subject to any and all obligations in respect of confidentiality and relevant authorization.

#### Inside Vietnam:

If the Insured Person is treated in the hospitals which already have a direct billing agreement with BAOVIET, all medial expenses entitled to insurance cover will be paid directly to the hospital by BAOVIET.

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