

 **Luma**

# Asia Care Plus International

POLICY WORDING

**Brighter Health.**  


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## SECTION 1) DEFINITIONS

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Words or expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear specific meaning wherever they shall appear.

- **Accidents:** refers to any physical injury resulting from a sudden, unforeseeable action from an external cause.
- **AIDS/HIV:** refers to Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). The determination of AIDS/HIV is according to the doctor's conclusion.
- **Annual Limits:** refers to the maximum amount of money reimbursed per policy year and per covered person.
- **Beneficiary:** refers to a legal organization or individual appointed by the insured to receive the benefit mention in the policy and or the certificate of insurance. In case the insured is the beneficiary, the insured dies or loses civil act capacity, the company shall settle payment according to civil law under the provisions of representation and inheritance.
- **Benefits:** refers to insurance coverage provided by the plan and any extensions or restrictions shown in the policy or in any endorsements (if applicable) and subject to payment of the due premium.
- **Cancer:** refers to any tumor confirmed to be malignant, which is diagnosed by histopathology and is characterized by the growth lost control of malignant cells with invasion and destruction the normal tissues. The determination of cancer is according to the doctor's conclusion.
- **Cancer Treatment:** refers to all medically necessary treatment related to Cancer, whether staying in a hospital overnight, as a day patient or as an outpatient, including chemotherapy, radiotherapy, oncology, diagnostic tests and drugs.
- **Clinic:** refers to a legally constituted clinic which is open for medical treatment without overnight accommodation.
- **Company:** refers to Bao Long Insurance Corporation and member companies of Bao Long.
- **Congenital Anomalies:** refers to a medical condition which can be hereditary or caused by environmental factors and that is present at birth.
- **Convalescent home:** refers to a place of residence for people who require constant nursing care and have significant deficiencies with activities of daily living.
- **Co-payment:** refers to the amount of eligible medical expenses for which the covered person is responsible for paying. The amount can be a fixed amount per visit or per disability or a percentage of the eligible expenses as stated in the Table of Benefits
- **Country of Origin:** refers to the country of citizenship as declared in the application form.
- **Country of residence:** refers to the country in which the covered person normally resides, for a period of no less than 180 days per period of coverage, at the start date of the policy or at each subsequent renewal date of the policy.

- **Covered travel:** refers to all business and personal trips according to the limitations of the geographical coverage, including but not limited to relatives visits and short-term studies.
- **CT-PET scans:** refers to a medical imaging technique using a device which combines in a single gantry system both a Positron Emission Tomography (PET) and an X-ray Computed Tomography (CT).
- **Customary and Reasonable Medical Charges:** refers to the charge for health care that is consistent with the average rate or charge for identical or similar services in the hospital, medical facility, or clinic in which the Covered Person receives Treatment.
- **Daycare Treatment:** refers to a planned treatment received in a hospital or day-care facility during the day, including a hospital room and nursing, that does not medically require the patient to stay overnight and where a discharge note is issued.
- **Deductible:** refers to the first fixed amount of eligible medical expenses for which the covered person is responsible for paying. The policy deductible applies per covered person and per insurance year.
- **Dependents:** refers to the spouse of the insured who must be legally married and children (including own children of the spouses, step-children, legal adopted children) who depends on the Insured Person's sole support and who lives with the Insured Person in a customary parent-child relationship age not over 25 years who is not yet married and is still attending school.
- **Diagnostic Tests:** refers to investigations, such as X-rays or blood tests, to find or to help to find the cause of the covered person's symptoms.
- **Effective date:** refers to the date shown on the certificate of insurance on which a covered person was accepted for the described coverage in this policy.
- **Elective Surgeries:** refers to a planned, medically required but non-emergency surgical procedure.
- **Eligible:** refers to those treatments and charges, which are covered by the policy.
- **Emergency:** refers to a sudden, serious, and unforeseen acute medical condition or injury requiring immediate medical treatment, that without treatment commencing within 48 hours of the emergency event could result in death or serious impairment of bodily function.
- **Group:** refers to 4 peoples or more from a legal organization or a family.
- **Home Address:** refers to the insured's address which is written in the application form.
- **Hospice and Palliative Care:** refers to the care provided to relieve suffering and improve quality of life of terminally ill patients (in-patient, day-patient or out-patient).
- **Hospital:** refers to any establishment, which is licensed as a medical or surgical hospital under the laws of the country where it operates. The following establishments are not considered hospitals: rest and nursing homes, spas, cure-centres and health resorts.
- **Hospitalization:** refers to when a covered person is confined to a recognized hospital on the advice of a physician for treatment of an injury or sickness.
- **In-patient:** refers to a patient who is admitted to hospital and who occupies a bed overnight or longer, for medical reasons.

- **Insurance Buyer:** refers to a person or organization named in the certificate of insurance and who pays the insurance premium. The insurance buyer may be the insured. The insurance buyer must have insured interest.
- **Insurance Contract:** refers to the agreement between the insured and the company whereby the insured must pay the insurance premium; the company must pay insurance money to the beneficiary upon occurrence of insured event. Insurance contract includes certificate of insurance, table of benefits, policy wording and application form.
- **Insurance Year:** refers to one (01) year and is written in the insurance policy or the certificate of insurance.
- **Local Road Ambulance:** refers to transportation costs to travel to and between hospitals by road ambulance when considered “medically necessary”.
- **Major Restorative Dental Treatment:** refers to dental prosthesis such as orthodontic, prosthesis bridges, implants.
- **Medical Card:** refers to the card issued to each covered person by the company in accordance with the policy conditions.
- **Medical Condition:** refers to any disease, injury, or illness, including psychiatric illness.
- **Medical Emergency:** refers to medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson who has an average knowledge of medicine and health would reasonably expect the absence of immediate medical attention at a hospital emergency room to result in any one of the following :
  - Placing the person’s health, or with respect to a pregnant female, her health or the health of her unborn child, in serious jeopardy.
  - Serious impairment to bodily functions.
  - Serious dysfunction of any bodily organ or part.
- **Medical Evacuation:** refers to the expense of transporting the injured person to the nearest place where appropriate medical services are available in case of an accident/illness requires urgent in-patient treatment, if there is no suitable medical facility in the surrounding area.
- **Medical History:** refers to a narrative or record of past events and circumstances that are or may be relevant to a patient’s current state of health.
- **Medically Necessary:** refers to medical treatment which meets the following conditions:
  - In accordance with the diagnosis, and treatment for such illness or injury; and
  - In accordance with medical indication of modern medicine; and
  - Not primarily for the convenience of the patient or his/her family, physician; and
  - In accordance with generally accepted standard to care for the patients, and considered appropriate for the treating patient’s illness or injury.
- **Medical Practitioner:** refers to a person who has attained primary degrees in medicine or surgery following attendance at a WHO (World Health Organisation)-recognised medical school and who is licensed to practise medicine by the relevant authority in the country where the treatment is given.
- **Nursing at Home:** refers to medically necessary treatment and care given by a qualified nurse in the insured’s own home, related and resulting from an in-patient or day-patient treatment.

- **Organ & bone marrow transplant services:** refers to the costs for heart, lung, heart and lung, kidney, liver and bone marrow transplants, including hospitalization costs and pre- and post-hospitalization's out-patient costs. Costs related to the donor or to acquire the organ are not covered. The only costs covered are for transplants carried out in internationally accredited institutions by accredited surgeons and where the organ procurement is in accordance with WHO (World Health Organisation) guidelines.
- **Out-Patient:** refers to a patient who attends a hospital, consulting room, or out-patient clinic and is not admitted as a day-patient or an in-patient.
- **PET/MRI scans:** refers to a hybrid imaging technology that incorporates MRI soft tissue morphological imaging and PET functional imaging.
- **Physical Therapy:** refers to a preventive and curative treatment using natural or artificial physics (agent) such as water, air, temperature, climate, altitude, electricity, X-rays, ultraviolet rays, Ultrasound, radioactive isotope, massage, fitness - sports, walking, ayurvedic...This insurance policy does not cover for cost of entertainments, massage, spa, body re-building.
- **Pre-existing Conditions:** refers to an injury or illness which was contracted or which first manifested itself; or for which manifestations of symptoms would have caused a prudent person to seek medical advice or treatment; or for which a licensed physician was consulted; or for which treatment or medication was prescribed within the five years; prior to the effective date of the covered person's coverage. **Determining the pre-existing condition is based on medical evidences and the conclusion of doctor or declaration of the insured.**
- **Premium:** refers to the amount of money which must be paid by the insured to the company. This premium is paid according to the term and method which are agreed upon the parties in the policy.
- **Preventorium:** refers to an institution for patients infected with tuberculosis but who have not the active form of the disease.
- **Private Room:** refers to single occupancy accommodation in a private hospital. Deluxe, executive rooms and suites are covered up to the price of a standard room in the same hospital.
- **Psychiatric Treatment:** refers to treatments for mental or nervous disorder that meets the criteria for classification under an international classification system such as Diagnostic and Statistical Manual of Mental Disorders (DSM) or the International Classification of Diseases (ICD). The disorder must be associated with present distress, or substantial impairment of the individual's ability to function in a major life activity (e.g. employment). The aforementioned condition must be clinically significant and not merely an expected response to a particular event such as bereavement, relationship or academic problems and acculturation
- **Psycho-mobility:** refers to bodily movement proceeding from mental processes and indicating psychological tendencies and traits. The identification of psychiatric illnesses is based on the doctor's conclusion.
- **Reconstructive Surgery:** refers to surgery to rebuild a structure for functional reasons.
- **Rehabilitation:** refers to medically necessary treatment aimed at restoring independent activities of daily living and the normal form and/or function of a covered person following a medical condition.
- **Renewal Date:** refers to the anniversary of the start date of the Policy.
- **Sanatorium:** refers to a medical facility specializing in the treatment of various forms of tuberculosis.
- **Semi-private Room:** refers to dual occupancy accommodation in a private hospital.

- **Specialist:** refers to a surgeon, anaesthetist or physician who has attained primary degrees in medicine or surgery following attendance at a WHO (World Health Organisation) recognised medical school and who is licensed to practise medicine by the relevant authority in the country where the treatment is given, and is recognised as having a specialised qualification in the field of, or expertise in the treatment of the disease, illness or injury being treated. “Recognised medical school” must be understood as a medical school which is listed in the current World Directory of Medical Schools published by the WHO (World Health Organisation).
- **Specialized medical facility (for psychiatric hospitalization):** refers to a facility that is
  - primarily engaged in providing, on a full-time In-patient basis, a program for diagnosis, evaluation and effective treatment,
  - provides medical care on a continuous 24-hour daily basis
  - maintains a written individual plan of treatment for each patient,
  - is under the supervision of a staff of physicians and skilled nurses.
- **Surgical procedure / surgery:** refers to an operation requiring the incision of tissue or other invasive surgical intervention.
- **Termination Date / Termination of Coverage:** refers to the actual date the coverage ceased. All insurance benefits of this policy will be terminated at 12.00pm on the last day of the insurance period or on the termination date of the insurance, whichever comes first.
- **Table of Benefits:** refers to the table of benefits applicable to the coverage showing the maximum benefits the company will pay.
- **Terrorism:** refers to 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 connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. The determination of acts of terrorism is based on the country of origin.
- **The Insured (or Covered Person):** refers to a person from three days old to seventy-five years old named in the certificate of insurance and/or endorsement, or persons over seventy-five years old named in the certificate of insurance and/or endorsement, continuously insured with the company for at least three years.
- **Treatment:** refers to surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a medical condition.
- **Vaccinations:** refers to all basic immunisations and booster injections required under regulation of the country in which Treatment is being given. The cost of consultation for administering the vaccine, as well as the cost of the drug, is covered under the policy.
- **Waiting Period:** refers to a period of time starting on the start date of the policy (or entry date for the dependent), during which there is no coverage for particular benefits. The table of benefits and/or each insuring agreement will indicate which benefits are subject to waiting periods (if any).
- **WHO (World Health Organization):** refers to the World Health Organisation.

# SECTION 2) GENERAL TERMS AND CONDITIONS

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**1. PREMIUMS** : are calculated by multiplying sum insured stated in the table of benefit & premium rate stated in the premium tariff.

## **1.1 CURRENCY OF THE POLICY**

The currency of the policy used for payment is the Vietnamese Dong (VND)

## **1.2 PREMIUM PAYMENT**

Premium is the amount of money the insured must pay to the company according to the terms and conditions agreed by the parties in the insurance contract and in accordance with provisions of the law.

The insured must pay the premium according to the method and time agreed upon in the insurance contract with the company. The provisions of premium payment must be complied with current provisions of law.

## **2. SUSPENSION OF INSURANCE POLICY**

The Company may unilaterally suspend the performance of the Policy by giving 30 days written notice to the Insured at the registered insured's address when the insurance buyer and/or the insured has one of the following behaviours:

a) Deliberately providing false information in order to arrange the insurance coverage to benefit from insurance or compensation;

b) Failing to notify cases which may increase the risks or incur additional liability of the company during in the performance process of the policy as per request of the company.

In case the policy is cancelled as above, the company will reimburse the premium on pro-rata basis. The company has the right not to refund the premium if claims have been paid out of this insurance policy.

The company is not responsible for any injury or sickness occurred after the policy is cancelled.

## **3. CANCELLATION OF INSURANCE POLICY**

3.1 The insured may cancel this policy by giving notice to the company in writing. The company will refund the premium on pro-rata basis.

All benefits under this policy will be terminated upon termination of this policy. The company has the right not to refund the premium if claims have been paid out of this insurance policy.

3.2 The coverage for the insured is terminated if any of the following incidents occurred, whichever comes first.

3.2.1 On the termination date of the policy with the company.

3.2.2 On the date of death of the insured person covered by this policy, the company will refund the premium to the beneficiary on pro-rata basis.

3.2.3 When premiums are not paid on due date pursuant to general terms and condition item 1.2 (Premium payment).

3.2.4 When the insured person is imprisoned by lawful Authority, for which the premium shall be returned to the insured on pro-rata basis.

3.3 The coverage for each dependent will be terminated if any of the following incidents occurred, whichever comes first.

3.3.1 When the dependent no longer qualifies as a dependent under the aforementioned definition.

3.3.2 On the date of death of the dependent covered by this policy, the company will refund the premium to the beneficiary on pro-rata basis.



- 3.3.3 When the dependent be imprisoned by lawful Authority, for which the premium shall be returned to the Insured on pro-rata basis.
- 3.3.4 If the policy is terminated according to condition 3.2 above.

3.4 The Company has paid up to the maximum benefit shown in the table of benefits.

#### **4. WAIVER OF WAITING PERIODS**

Waiting periods apply for certain medical conditions – meaning that the covered person will have no coverage for these conditions until the end of the waiting periods. However, waiting periods may be waived if the covered person holds an insurance policy with a similar coverage to the coverage of this policy, with no break of cover. Benefits in the covered person's current insurance policy must be equal or higher than those of this policy in order for waiting periods to be waived.

If the insured would like to waive the waiting periods, please send the company details of the covered person's current policy. The waiting period will not be applied if there is no break in the coverage in the renewal year.

#### **5. CLAIM SETTLEMENT**

The insured must notify the company immediately within 5 days of the insured event, except in the case which is delayed due to objective and force majeure as regulated by Law.

Limit time for insurance claim is 01 (one) year from the date of occurrence, except in the case which is delayed due to objective and force majeure as regulated by Law.

The Covered Person or their representative must submit the following documents at their own expense:

1. Completed claim form.
2. Medical certificate signed by the attending physician or doctor stating the symptoms, diagnosis and the treatment given.
3. Original receipt and invoice showing the itemized medical expenses.
4. Evidence of accident, death certificate, permanent disablement certificate.

The above documents must be submitted within 30 days of the discharge date or the outpatient treatment date. The receipt must be original and may be returned to the Covered Person on request.

Failure to submit the documents within such time will not jeopardize the right to claim if sufficient reasons are given. The company is responsible for reviewing, settling and paying insurance claims within 15 days from the date of receiving regulated valid dossiers and no longer than 30 days in case of verify dossiers.

In case of refusing to pay insurance, the company must notify in writing the reason for the refusal within 30 days from the date of receipt of the claim to the insured.

The covered person will be reimbursed for the eligible medical condition either up to the amount as stated in the table of benefits or the amount the covered person has incurred for medical treatment – whichever is the lower amount.

If the covered person has selected a deductible, they will be reimbursed only after their claims have exceeded the deductible amount in their period of cover.

If the covered person has selected a co-insurance, they will be reimbursed the eligible amount minus the amount of a co-insurance.

## **6. RIGHTS & RESPONSIBILITIES OF THE PARTIES**

### **6.1 THE INSURED'S / COVERED PERSON'S RIGHTS & RESPONSIBILITIES**

#### **6.1.1 The Insured's / Covered person's rights:**

- 6.1.1.1 Require the company to explain the terms and conditions of the insurance; issue insurance certificates or insurance contracts.
- 6.1.1.2 Require the company to pay insurance money to the beneficiary or the insured as agreed upon in the insurance contract upon occurrence of insured event.
- 6.1.1.3 In cases, the company intentionally provides wrongful information in order to contracting the insurance contract, the insured may unilaterally terminate the insurance contract; the company must reimburse the premium on pro-rata basis.
- 6.1.1.4 Other rights as provided by the law.

#### **6.1.2 The Insured's/ Covered person's responsibilities:**

- 6.1.2.1 Pay the premium fully, according to the time and method agreed in the policy and in accordance with the law.
- 6.1.2.2 Declare fully and honestly all details relating to the insurance contract as required by the company.
- 6.1.2.3 Notify all of circumstances which may increase the risk or incur additional liability of the company during the period of insurance.
- 6.1.2.4 Notify the company all occurrence of the insured event as agreed in policy, providing fully and truthfully claim documents for reimbursement.
- 6.1.2.5 Apply measures to prevent and limit losses according to the law.
- 6.1.2.6 Other responsibilities as provided for by the law.
- 6.1.2.7 The insured is responsible for informing the company if any change in address or occupation.

### **6.2 THE COMPANY RIGHTS & RESPONSIBILITIES**

#### **6.2.1 The Company rights**

- 6.2.1.1 Collect premiums as agreed in the policy.
- 6.2.1.2 Require the insured to provide fully and truthfully information relating to the execution and performance of the policy.
- 6.2.1.3 Refuse to the claim which falls in to the exclusion of the policy or which is out of the policy's coverage.
- 6.2.1.4 Require the insured to apply measures to prevent and limit losses according to provisions of the law.
- 6.2.1.5 The company shall not pay for any cost or increased cost caused by insurance fraud act.  
Insurance fraud act is acts of deliberately deceiving behaviour or fraudulently committed by organizations or individuals in order to possess the company's payment which they are not entitled to. In case, insurance fraud act is discovered, the company may announce to terminate the policy. In case of termination of the policy, the company shall not be liable for any liability arising from the date of termination. The company will refund the premium on pro-rata basis. If the company has paid any claims due to the above insurance fraud act, the company shall be entitled to recover from the insured the full or partial payment.

## 6.2.2 The Company's responsibilities

- 6.2.2.1 Explain the terms and conditions to the insured; the rights and responsibilities of the insured.
- 6.2.2.2 Provide the insured insurance certificate, insurance contract document.
- 6.2.2.3 Pay claim to the beneficiary or the insured upon occurrence of the insured event as agreed upon in the policy.
- 6.2.2.4 Explain in writing, the reason for the refusal of a claim.
- 6.2.2.5 Other responsibilities as provided for by the law.

## 7. LEGAL NOTICES

### 7.1 APPLICABLE LAW

This policy shall be governed and construed in accordance with the laws of the Socialist Republic of Vietnam.

### 7.2 SETTLEMENT OF DISPUTES

For any disputes relating to this policy, if the parties cannot resolve the dispute through negotiation, one of the parties shall have the right to refer it to the competent court in Vietnam for dispute settlement in accordance with provisions of the law.

### 7.3 TIME LIMIT OF LAWSUIT

Time limit of lawsuit of the insurance contract is three (3) years from the time of arising disputes.

## 8. PAYMENT OF BENEFITS

If the medical expenses are in foreign currency, the company will reimburse the expenses in Vietnamese Dong (VND). Conversion will be based on the rate at the time of payment and is announced by the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank).

## 9. BENEFITS & AREA OF COVERAGE

### 9.1 TABLE OF BENEFITS

The table of benefits describes the eligible benefits depending on each Policy. These benefits are expressed per annual year, per covered person and are subject to contractual limits. For all expenditure items, the company pays customary and reasonable medical charges up to the amount indicated in the table of benefits.

### 9.2 GEOGRAPHICAL COVERAGE

For reimbursement of covered medical expenses, the covered person(s) may opt for three different geographical areas of coverage for elective treatments covered up to 175 days per annum (Zone A, Zone B and Zone C):

**Zone A:** Worldwide excluding USA

**Zone B:** Worldwide excluding: Canada, Switzerland, Israel, Japan, Hong-Kong, Bahamas, USA and China

**Zone C:** Worldwide excluding: Canada, Switzerland, Israel, Japan, Hong-Kong, Bahamas, USA, China, Brazil, Russia, UK, Singapore, Taiwan

Outside the geographical area of coverage the covered person(s) has chosen upon enrolment date, medical coverage is limited to services and supplies required as a result of an emergency. Limitation for each trip is 60 days and in total does not exceed 180 days per year. Maximum compensation is VND 5,675,000,000 per year.

## SECTION 3) GENERAL EXCLUSIONS

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The following risks are excluded from coverage:

1. Pre-existing conditions

However, for the group which has 50 lives or more, the company cover pre-existing conditions upon medical acceptance on the condition that the covered person has completed a medical questionnaire when joining and such pre-existing conditions has been declared and accepted by the company. The policy will show details of pre-existing conditions which are covered.

2. Expenses incurred prior to the effective date of coverage or after termination of coverage.

3. Travel and accommodation expenses in relation with medical care (but not the standard room in a hospital in case of insured's hospitalization and the insured's parents accommodation if the insured under 18 years old as mention in the insuring agreement named inpatient hospitalization).

4. Any medical and surgical cost that is not prescribed by a competent medical authority in the country of care.

5. Any product that is not considered as a medicinal.

6. Costs for aesthetic treatment, thalassotherapy, treatment for rejuvenation, weight loss or gaining treatment.

7. Costs of non-direct medical nature i.e. personal expense, telephone expenses, television rental in case of hospitalization.

8. Transport costs excluding ambulance, to the nearest adequate treatment facility.

9. Costs for medical hospitalization or stay in a sanatorium or preventorium if the facilities where the covered person was treated are not approved by competent public authorities.

10. Services in connection with infertility, pregnancy, childbirth, abortion or miscarriage, or any causes related to pregnancy, sterilization or investigation of sterilization. Cost of pregnancy, childbirth can be covered if there is an insuring agreement named "Maternity" mention in the certificate of insurance. Details of coverage are specified in the "Maternity" insuring agreement.

11. Injury while the covered person is committing a felony or while the covered person is being arrested, under arrest, or escaping the arrest.

12. Costs for psychomotility.

13. Care provided in a retirement home, or expenses incurred for assistance to a person in their daily activities.

14. Congenital abnormalities, growth development abnormalities, and genetic disorders. Congenital anomalies can be covered if there is an insuring agreement named "Treatment for Congenital Anomalies" mentioned in the certificate of insurance. Details of coverage are specified in the "Treatment for Congenital Anomalies" insuring agreement.

15. Eye examination and eyesight corrective surgery including Lasik and other expenses associated with eyesight correction. These costs and expenses can be covered if there is an insuring agreement named "Vision care" mentioned in the certificate of insurance. Details of coverage are specified in the "Vision care" insuring agreement.

16. Treatment or surgery relating to dental or gum e.g. denture, crowns and bridges, root treatment, filling, orthodontic, scaling, extraction, except the necessary dental treatment after an accident. These treatments or costs can be covered if there is an insuring agreement named "Dental care" mentioned in the certificate of insurance. Details of coverage are specified in the "Dental care" insuring agreement.

17. As well as consequences of:

- a. Intentional action by the covered person or the beneficiary.
- b. Civil or international wars, rioting, fights, irrespective of the place where these events happen and of protagonists.
- c. Terrorism.
- d. Covered person's attempted suicide or use of non-medically prescribed narcotics.
- e. Covered person's being in a state of inebriety or under the influence of alcohol. The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150mg percent and over.
- f. Direct or indirect effects of disintegration of the atomic nucleus.
- g. Participating in any official sporting competition and training for these competitions. Official sports tournaments are sport competitions that are permitted and recognized by state agencies.

18. Practicing any sport as a professional. However, an initiation into sports (excluding dangerous sports), such as "first-time sessions", are covered if they are supervised by a professional instructor with state-required certificates and skills.

19. Medical expenses, except for an emergency case, incurred outside of the geographical area of coverage, as specified in General terms and condition item 9.2 (Geographical Coverage)

## SECTION 4) INSURING AGREEMENT

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While this policy is in force and subject to the general terms and conditions, insuring agreements, exclusions, and attached endorsements of this insurance Policy, if the covered person sustains injury from an accident or suffers from illness after the waiting period resulting him/her to require medical care, the company will pay for the customary and reasonable medical charges according to the medical necessity. The amount to be compensated is the actual expenses paid up to the maximum limit of benefit as stated in the table of benefits in accordance with the attached insuring agreement.

### **Insuring Agreement - Inpatient Hospitalization**

The Company will pay for the following benefits when the covered person is confined to a recognized hospital or a medical facility on the advice of a physician for treatment of an injury or sickness, the policy pays “customary and reasonable medical charges” up to the amount indicated in the table of benefits as follows.

Covered expenses include:

1. Standard private room

The company will pay the cost of standard private room not more than the amount paid by the covered person up to a maximum limit per day or the amount stated in the table of benefits, whichever is smaller.

2. Parent accommodation with covered person age under 18 years old.

The company will pay the cost of a parent accommodation while the child, as a covered person age under 18 years old, is confined to a recognized hospital on the advice of a physician for treatment of an injury or sickness, up to the amount stated in the table of benefits.

3. Expenses relating to daycare treatment (in-patient treatment of less than 24 hours).

4. Nursing care.

5. Operating room, recovery room, equipment, medicine, surgical dressing and fluoroscopy.

6. Costs of medical equipment and supplies

1) Medical equipment used out of a surgical room

2) Non-reusable medical supplies

3) External fixation, limb braces, cane, walkers, orthosis (braces, collars, corsets, supports)

4) Medical equipment and supplies that go inside the patient's body

7. Prescription drugs and materials

8. MRI, PET & CT-PET Scans

9. Intensive care, Intensive therapy, Coronary Care.

10. Surgical fees including anesthesia

11. Reconstructive surgery following accident/ Eligible medical condition

12. Specialist's consultations fee/ Physician Fee

13. Laboratory test - Pathology X-rays

14. Organ and bone marrow transplant services

15. Cancer treatment

All medically necessary treatment a covered person receives related to Cancer, whether staying in a hospital overnight, as a day patient or as an outpatient, including Chemotherapy, Radiotherapy, Oncology, Diagnostic Tests and Drugs.

16. Hospice and palliative care

17. Psychiatric hospitalization

The policy pays “customary and reasonable medical charges” up to the amount indicated in the table of benefits for hospitalization for mental disorders, nervous disorders subject to the specific lifetime maximum indicated in the table of benefits.

Covered expenses include medically necessary diagnosis, evaluation, and effective treatment under the supervision of a staff of physicians on an inpatient basis in a hospital or specialized medical facility.

Waiting period of psychiatric treatment is 10 months from the Policy commencement date.

18. Prosthetic implants and appliances
19. Rehabilitation
20. Nursing at home or in a convalescent home
21. Emergency dental treatment following an accident
22. Local road ambulance service
23. Pre-operative consultation and diagnostic procedure within the number of days (as stated in the COI of the Insured) from the admission and post hospitalization.

Specific exclusions for inpatient hospitalization

The Company will not pay for the following:

1. Any cost related to the donor or to acquire the organ and any administration costs involved.
2. Durable medical device i.e., hearing aids, eyeglasses, contact lens, breathing aid device, oxygen generated device, vital signs monitoring device (pulse, blood pressure, temperature), crutches, wheelchair.

**Insuring Agreement - Outpatient Care**

The company agrees to pay the amount of the eligible benefits up to the limit states in the table of benefits to the covered person for treatment as an outpatient by a physician as a result of accident or sickness.

Covered expenses include:

1. General practitioner fees
2. Specialist fees
3. Out-patient minor surgical procedure  
A low complexity surgical procedure done at the medical practitioner's office such as cauterization of actinic keratosis in face with liquid nitrogen, mole removal, or small abscess drainage.
4. Lab test, X-rays, diagnostic & pathology Test
5. Vaccinations
6. Prescribed medicine
7. Chiropractic, osteopathy, homeopathy, acupuncture treatment, traditional Chinese medicine by a recognized practitioner
8. Prescribed physiotherapy, complementary therapies
9. Prescribed hearing Aids and orthopedic appliances
10. Routine health checkup including screening for early detection (full health screen, mammogram, Papanicolaou (PAP) test, prostate cancer screen)

Specific exclusions for outpatient care

The Company will not pay for the following:

1. Drugs, treatment, or diagnosis which is not related to the symptoms, injury or sickness as stated in the physician's report.
2. Medical aids other than described in covered expense no. 9 (prescribed hearings aids and orthopedic appliances).
3. Medical treatment related to the nervous disorders, mental disorder, anxiety, psychiatric problems, personality disorder, autism, stress, eating disorder.

**Insuring Agreement - Treatment for HIV and AIDS**

While this policy is in force, if the covered Person has been continuously covered under the policy for 24 consecutive months, the company agrees to pays the amount of the eligible benefits up to the limit states in the table of benefits to the covered person for treatment of HIV and AIDS as an in-patient or as an out-patient treatment in the recognized hospital or medical facility or clinic. The company will not pay benefits for more than 5 years in aggregate in any covered person's lifetime for this benefit.

### **Insuring Agreement - Treatment for Congenital Anomalies**

While the policy is in force, the company will indemnify the covered person for the following treatment for congenital anomalies benefits.

The company agrees to pay the amount of the eligible benefits up to the limit as states in the table of benefits to the covered person for the treatment for congenital anomalies which manifest itself after the date of entry.

The agreement under this endorsement shall be subject to the exclusions, terms and conditions of the policy.

### **Insurance Agreement - Vision Care**

While the policy is in force, the company will indemnify the covered person for the following vision care benefits.

While this policy is in force, if the covered person has been continuously covered under the policy for 9 consecutive months, the company agrees to pay the amount of the eligible benefits up to the limit as states in the table of benefits to the covered person for vision care as follows:

1. Routine eyes examination
2. Cost of eyeglasses frame and lenses
3. Corrective contact lenses
4. Cost of laser eye treatment

The agreement under this endorsement shall be subject to the exclusions, terms and conditions of the policy.

### **Insurance Agreement - Maternity**

While the policy is in force the company will indemnify the covered person for the following maternity benefits.

The company agrees to pay the maternity benefits as follows:

1. Normal pregnancy and delivery cost
2. Complications of pregnancy and childbirth
3. Newborn care within 25 days of birth

Waiting period of pregnancy is 10 months from the policy commencement date.

The agreement under this endorsement shall be subject to the exclusions, terms and conditions of the policy.

### **Insurance Agreement - Dental Treatment**

While the policy is in force, the company will indemnify the covered person for the following expenses for dental treatment benefits:

The company agrees to pay the cost for dental care given to the covered person by a dentist. The amount of benefit paid with respect to each disability shall not be more than the actual amount of charges incurred, the limit per visit, or the maximum amount specified in the table of benefits, whichever is smaller.

Dental care expenses are:

1. Scaling and polishing
2. Dental filling or restoration
3. Examinations



4. X-Rays
5. Extraction of teeth
6. Endodontic or root canal treatment (not including crowns by metals, gemstones and bridges)
7. Wisdom teeth operation
8. Fluoride coating
9. Prophylaxis
10. Removable dentures

The following major restorative dental treatment will be applicable after the covered person has been continuously covered under the policy for 9 consecutive months:

1. Orthodontic
2. Prosthesis bridges
3. Implants

Only for the covered person aged under 18 years old, the benefit for orthodontic will become applicable after the covered person has been continuously covered under the policy for 24 consecutive months

#### Specific Exclusions for Dental Treatment Clause

The Company does not cover:

1. Treatment or surgery not recommended by a dentist including dental care which is deemed unnecessary.
2. Dental treatment aiming for beauty or cosmetic purpose i.e. whitening, gap filling, teeth coloring.
3. Dental treatment to stop symptoms of teeth grinding or other abnormalities while sleeping.
4. Dental treatment for non-pathological conditions.

The agreement under this endorsement shall be subject to the exclusions, terms and conditions of the policy.

#### **Insuring Agreement - Loss of Life, Dismemberment, Loss of Sight or Permanent Disability caused by accident**

##### Definitions

1. Injury: refers to bodily injury which is caused directly and solely from an accident and is independent from other causes while this policy is in force.
2. Any loss or injury: refers to bodily injury suffered by the covered person as a result of an accident and which causes death, dismemberment, loss of sight, disability, or requires the person covered to be medically treated.
3. Permanent dismemberment: refers to the loss of body organ from the wrist joint or the ankle joint, and also the loss of use of that organ, which according to the medical indication, will never be able to function at any time in the future.
4. Loss of sight: refers to complete blindness, which is permanently incurable as per doctor's conclusion.
5. Total permanent disability: refers to disability to the extent of being unable to perform the normal duty in the covered person's regular occupation or any other occupation totally and permanently as per doctor's conclusion.
6. Partial permanent disability: refers to disability to the extent of being unable to perform the normal duty in the covered person's regular occupation permanently.

## Coverage

This insurance covers any losses or injuries to the covered person arising from bodily injury, which is caused by an accident, resulting to loss of life, dismemberment, loss of sight, loss of hearing, loss of speech, or permanent disability within 180 days from the date of the accident or the injury causes the covered person to receive continuous medical treatment as an in-patient in a hospital and loss of life occurs later because of such injury, the company will pay compensation in accordance with the sum insured stated in the table of benefits as follows :

1. 100% of the limit stated in the table of benefits for loss of life
2. 100% of the limit stated in the table of benefits for permanent disability which continues not less than 12 months after the accident or if there is any medical indication that the covered person suffers a permanent disability.
3. 100% of the limit stated in the table of benefits for loss of both hands from the wrist joint or both feet from the ankle joint, or loss of sight for both eyes.
4. 100% of the limit stated in the table of benefits for loss of one hand from the wrist joint and one foot from the ankle joint.
5. 100% of the limit stated in the table of benefits for loss of one hand from the wrist joint and loss of sight in one eye.
6. 100% of the limit stated in the table of benefits for loss of one foot from the ankle joint and loss of sight for in eye.
7. 60% of the limit stated in the table of benefits for loss of one hand from the wrist joint.
8. 60% of the limit stated in the table of benefits for loss of one foot from the ankle joint.
9. 60% of the limit stated in the table of benefits for loss of sight in one eye.
10. 50% of the limit stated in the table of benefits for permanent loss of hearing or speech.
11. 15% of the limit stated in the table of benefits for permanent loss of hearing in one ear.
12. 25% of the limit stated in the table of benefits for loss of a thumb (two joints).
13. 10% of the limit stated in the table of benefits for loss of a thumb (one joint).
14. 10% of the limit stated in the table of benefits for loss of an index finger (three joints).
15. 8% of the limit stated in the table of benefits for loss of an index finger (two joints).
16. 4% of the limit stated in the table of benefits for loss of an index finger (one joint).
17. 5% of the limit stated in the table of benefits for loss of each finger (not less than two joints) other than a thumb and an index finger.
18. 5% of the limit stated in the table of benefits for loss of a big toe.
19. 1% of the limit stated in the table of benefits for loss of each toe (not less than one joint) other than a big toe.

For any one event, the company shall compensate only one item under the schedule, being that item has the highest limit except in the case of loss of fingers or toes according to items No. 12 to 19 and where the covered person cannot claim on items 1 to 9. In any event or policy period, all items combined cannot exceed the limit stated in the table of benefits.

In case a **Partial Permanent Disability** is incurred by the covered person which could not be compensated under item no.2 to 19, and it is not either loss of taste or loss of smell, the company will compensate in accordance with the opinion of the company's appointed doctor about rate of permanent disability and in no case will compensation exceed 50% of the limit stated in the table of benefits.

In aggregate, the total compensation for this insuring agreement cannot exceed the maximum limit stated in the table of benefits. If the company has not paid up to such maximum amount of limit of liability, the remaining benefit is still valid until the expiry of the policy period.

## Specific Conditions

For Loss of Life, Dismemberment, Loss of Sight or Permanent Disability caused by accident :

### 1. Coverage Territory

Worldwide coverage for Loss of Life, Dismemberment, Loss of Sight or Permanent Disability caused by accident.

### 2. Report of Accident

The covered person must report the accident to the company within 5 days from the occurrence of insurance events unless for delays caused by objective and force majeure reasons as provided for by Law.

Specific Exclusions for Loss of Life, Dismemberment, Loss of Sight or Permanent Disability caused by accident:

This insurance does not cover:

1. Any Loss or Injury arising from/or in consequence of the following causes :

- 1.1 Action of the covered person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.  
The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150mg percent and over.
- 1.2 Suicide or attempted suicide or self-inflicted injury.
- 1.3 Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.
- 1.4 Miscarriage and abortion
- 1.5 Replacement of or new sets of dentures, dental crowns, artificial denture
- 1.6 Loss of taste and smell.
- 1.7 Food poisoning. The determination of poisoning is according to the doctor's conclusion
- 1.8 Backache as a result of disc herniation, spondylolisthesis, degenerative disc disease, spondylosis, defect or pars interarticularis (Spondylolysis) except if there is a fracture or dislocation of spinal cord as a result of an accident.
- 1.9 War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike.
- 1.10 Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 1.11 The radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.

2. Loss or Injury which occurs:

- 2.1 While the covered person is racing of all kinds of car or boat, horse racing, ski racing including jet-ski, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, or diving with oxygen tank and breathing equipment under water.
- 2.2 While the covered person is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.
- 2.3 While the covered person pilots or works as a crew in any aircraft.
- 2.4 While the covered person is taking part in a brawl or taking part in inciting a brawl.
- 2.5 While the covered person serves as a soldier, police, or a volunteer and participates in war or crime suppression. If the time served is more than 30 days, the company shall refund the premium from the date of service until such service is ended.  
After such time, the insurance shall become effective again until the expiry date on the certificate of insurance.

Policy Insured by  
Bao Long Insurance Corporation

