

MEDICAL CARE POLICY WORDING

*(Issued together with Decision No. 3711/QĐ-BHBV on July 14th 2020
by Chief Executive Officer of BaoViet Insurance Corporation)*

CONTENTS PAGE

PART 1	
Definitions	2
PART 2	
Coverage	6
PART 3	
General Exclusions	9
PART 4	
General Provisions	11
PART 5	
Claim Procedures	13
PART 6	
Appendix - List of occupational diseases	14

PART 1 - DEFINITIONS

Subject to the conditions, exclusions contained herein or endorsed, BaoViet Insurance Corporation agrees to pay to the Insured any payable expenses occurring during the Policy Period after the premium has been paid in full to BaoViet by the Insured.

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

BAOVIET	BaoViet Insurance Corporation, the Insurer Address: 104 Tran Hung Dao Street, Hoan Kiem District, Ha noi. Telephone: (84)-24- 39343125 Fax: (84)-24-38257188
Assistance Company authorized by BAOVIET	International assistance company IPA authorized by and acting on behalf of BAOVIET. Telephone: +662 039 5705
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.
Aid equipment	All equipments which assist for surgical operation, disease treatment are put/ implanted into any part of the body in order to maintain running of this part including but not limited to disc, metal screws in bone surgery, pace makers, stapler for hemorrhoids surgery, stents and other equipments such as walking aids, trolleys, hearing aids, glasses and other orthotics...
Ambulance Service	Means the ambulance car service provided by any legally licensed hospitals or clinics in the event of a Medical Emergency or serious accident/ or diseases to transport the Insured Person to the nearest hospital/ clinic or from a hospital/ clinic to another one (excluding air transportation).
Bodily Injury	Wherever used therein shall mean Bodily Injury following an Accident occurring during the Policy Period which leads to the Insured's disability.
Co-insurance/Co-payment	The portion of Eligible Expenses for which the Insured Person is liable. The amount of any co-insurance and the items of cover to which it applies are stated in the Certificate, Policy Schedule or Policy wording.
Complications of pregnancy	Medical treatment arises from the period of pregnancy or childbirth and obstetric procedures (excluding caesarean section upon insured person's requested) including but not limited to: <ul style="list-style-type: none">i. Miscarriage or fetal death in uteroii. Hydatidiform moleiii. Ectopic Pregnancyiv. Postpartum haemorrhagev. Retained placentavi. Therapeutic abortionvii. Abnormal labour and dystociaviii. Complications of the above causes
Day-patient treatment	The insured person is admitted to hospital for treatment/surgery with "room & board" expenses incurred but does not stay overnight.
Dependant	The spouse of the insured person (excluding those legally separated), parents or parents-in-law, and/or unmarried children, step children, foster children, and legally adopted children, who are dependent on the insured person for support. Provided always that such children are not less than one (01) year old and not more than eighteen (18) years old or twenty-three (23) years old if still being in full-time education and being unmarried at the inception date/ following renewal date.
Disability	All disabilities arising from the same cause including any and all complications there from.
Disability due to illness/disease	Means a partly or completely alteration in a person's physical and mental health which prevents the Insured from meeting personal, social, or occupational demands, or meeting statutory or regulatory requirements.
Due Date	The date of commencement or renewal of cover as shown on the Certificate of Insurance or the Policy Schedule.

Eligible Expenses	Eligible Expenses are expenses incurred for medically necessary treatment provided to an Insured Person for injury, sickness or disease within the insurance period but not exceeding the maximum limit specified in the policy
Emergency treatment	A treatment is received in an emergency ward/room of a medical establishment within 24 hours as a consequence of an accident or a sudden and serious injury or illness which causes severe symptoms constituting a hazard for life, health or physical well-being and requires an immediate medical care with “room & board” expenses incurred and “emergency case” certified in medical documents. A treatment taken in the emergency ward/room for a sole reason of outside working hours (and without an emergency case as defined) is considered as an out – patient treatment.
Epidemic	Any infectious disease caused by a virus that develops and spreads rapidly and may infect or kill many people in a country or all over the world.
Evacuation	Means the Emergency Medical Evacuation provided by the Assistance Company following Bodily Injury due to accident.
Home Country	The country where the Insured Person was born and/or registered as a legal citizen.
Home Nursing	The medical services of a legally licensed nurse in the Insured Person’s abode when prescribed by a Physician as distinct from domestic reasons immediately following a covered in-patient stay in hospital. Cover will be limited to a maximum period of days as stated in the chosen Program and subject to the in-hospital stay of 7 days as minimum.
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, hydro clinic, a place for alcoholics or drug addicts, sanatorium, nursing home or home for the aged. The medical treatment must be under constant supervision of a Physician.
Hospitalization	The necessity for a patient to stay at least 24 hours and/or overnight in the hospital for medical treatment until discharge. In case a hospital cannot issue an Admission and/or Discharge form, either medical documents or invoices that clearly state the period of treatment are accepted as replacing documents. The hospitalization unit is counted by 24 hour or on board basis which is shown in the Admission or Discharge form or in the list of breakdown medical costs.
Hospital Miscellaneous	The following services rendered or materials supplied by the hospital, provided they are rendered or supplied at reasonable and customary charges and not exceeding the limit shown in the policy: <ul style="list-style-type: none"> (i) Drugs and medicine consumed whilst in hospital confinement; (ii) Dressings, ordinary splints and plaster casts; (iii) Laboratory examinations; (iv) Electrocardiograms; (v) Basal metabolism tests; (vi) Physical therapy; (vii) X-ray therapy, radium therapy, radium and isotopes; (viii) X-ray examination; (ix) Intravenous infusions; (x) Administration and the cost of blood or blood plasma;
Hospital Services	Medical services rendered to the Insured Person only when appropriate diagnostic procedures and/or treatments are not available as outpatient services and when admitted as a registered inpatient in a Hospital for a period of not less than 24 hours is required. Hospital Services include reasonable and customary charges, in the area where treatment is provided, for Hospital medical facilities and all medical treatments and medical services prescribed by a Physician, including Intensive Care Unit accommodation where this is medically required.
In-patient treatment	The Insured Person who is admitted to a bed in a hospital or clinic with incurred expenses such as pre-hospitalization expenses, hospitalization charges, day – patient, surgical operation, post – hospitalization, home nursing expenses and others if clearly stated in the policy schedule.
In-patient treatment for newborn	Associated inpatient costs provided to newborn regarding symptoms shown at birth or within seven (07) days following his/her delivery provided that the mother is still in hospital.
Insured Person	An individual who has completed or whose name is included on a Proposal Form for the Policy and for whom commencement of cover has been confirmed, or who has been issued with a Certificate of Insurance provided always that he/she is not travelling away from their usual resident place for more than one hundred and eighty (180) consecutive days per period of insurance.
Intensive Care Unit	In the event that the Insured Person is confined in the Intensive Care Unit of the hospital, BAOVIET will pay the daily room and board charges up to the maximum amount as specified in the Table of benefits.

Laboratory and X-ray Services	Laboratory testing, radiographic and nuclear medicine procedures used to diagnose and treat medical conditions. Laboratory and X-rays Services must be prescribed by a Physician. Cover under the policy will apply duly to such services as presented by a physician.
Limit per Doctor visit	Each time the Insured person visits a hospital for diagnosis, laboratory/diagnosis tests, X-ray or other medical examinations aimed at diagnosis and treatment at the same hospital is considered as one (01) doctor visit. If more than one physician involves in the consultation according to hospital regulations, or if the Insured person must take several diagnoses/examinations for one disease in a day, or if the Insured person must take several diagnosis/examinations for more than one disease in a hospital visit despite being prescribed by the physician, it is considered one (01) doctor visit.
Occupational Disease	Refers to disease which is influenced by harmful working conditions to the employee's health and can occur either slowly or acutely. Some of occupational diseases are persistent without thorough cure and leave sequela. The list of occupational diseases is stipulated by the Health Ministry of Vietnam
Organ Transplantation	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.
Out- Patient Treatment	Medical treatment provided to the Insured Person when he/she registers in a Hospital or in any other facility for medical care for less than 24 hours. Out-patient treatment includes services provided or prescribed by a Physician who is licensed as a General Practitioner as well as Specialist or Consultants to whom the Insured Person has been referred by another Physician. These include Laboratory testing, radiographic and nuclear medicine procedures which are used to diagnose and treat medical conditions and prescribed by a Physician. Out- Patient Treatment also includes Prescribed Drugs.
Outpatient/Dental Treatment due to Accident	If an Insured Person who sustains injury by an accident giving rise to emergency outpatient or 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 of the Basic Cover stated in the Table of benefits.
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/ parents/ parents in law/ or children of the Insured Person. A physician may be recognized as a Consultant or a Specialist.
Place of Residence	Any city or province in the Socialist Republic of Vietnam where the Insured Person declared in the Proposal Form, or as otherwise agreed and noted in the policy Schedule or Certificate of Insurance.
Post-hospitalization Treatment	Follow-up treatment prescribed by the attending doctor immediately following discharge from a hospital where Hospitalization treatments were received. Follow-up treatment includes consultations with a physician, lab tests, examination, prescribed medicines and shall be performed within 45 days from the hospital discharge.
Pre-Existing Conditions	Illness or injury which exists before applying for insurance and due to such medical conditions the insured person: <ul style="list-style-type: none"> a. has been under treatment for three (03) previous years. b. has recognized or has been aware or should have reasonably been aware of symptoms of such illness/injury before the date of applying for the insurance, regardless of whether a consultation/ treatment is actually received or not. <p>Pre – existing conditions include but not limited to VA inflammation requiring curettage, tonsillitis requiring removal of tonsil, crooked septum requiring surgery, vestibular disorders, asthma, otitis media requiring surgery.</p> <p>Non-disclosed pre-existing conditions or misleading information with respect to the personal medical history of the Insured Person(s) could result in the declination of the Application for insurance, the denial of a claim and/or the cancellation or invalidation of this insurance.</p>

Pre-hospitalization Treatment	Doctor consultations and diagnostic procedures necessarily taken and directly relating to an eligible medical condition that requires 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 is performed within 30 days prior to the hospital admission.
Prescribed Drugs	Medications which are sold and prescribed by a physician according to legal regulations, excluding functional food, cosmetic medicines and vitamins unless these vitamins are prescribed together with treatment drugs and of which costs are less than the treatment drugs.
Prosthesis	Artificial parts are made to replace parts of body including but not limited to dentures, artificial limbs, artificial lens...
Proof of Claim	Shall mean notice or information in any form made by the Insured to BaoViet for any incident occurring to the Insured during the Policy Period
Public hospitals/Stated-owned hospitals	Public hospitals are state-owned hospitals which are established and governed by a competent state agency according to Vietnamese law.
Reasonable and 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.
Room and Board	Costs, limited to a private room rate and associated charges including admittance to the intensive care unit and other necessary charges for nursing by a qualified nurse. In any cases, BaoViet will only pay for a single bed for the treatment of Insured person and expenses for companion bed(s) will not be covered.
Serious Medical Situation/ Life-threatening situation	Means 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.
Sickness, Disease or Illness	Shall mean a physical condition marked by a pathological deviation from the normal healthy state.
Specialist/Consultant	A legally licensed practitioner registered under the Medical Acts or the relevant laws of the country and given accreditation as a Specialist/Consultant recognized by the law of the country where treatment is provided.
Special Disease	Refers to cancer and tumor of all types, hypertension, cardio-vascular diseases, stomach ulcers, chronic inflame of bone joints, intestine ulcers, hepatitis, liver inflammation, inflammation of membrane inside uterus, haemorrhoids, urolith, biliary calculus, sinusitis, Parkinson, diabetes, disease relating to recreating blood system such as blood purification, blood transfusion, hemodialysis, degenerative diseases of all types, deviation spinal disc, internal organ failure, growth hormone deficiency, cataract.
Sub limits	Is the maximum benefits under the Policy per any insured event as listed in the Table of Benefits.
Surgical Charges	A surgical benefit (excluding any organ transplantation) equal to the sum actually charged for any operation performed by one or more medical practitioner shall be payable. However, the benefit payable for all surgical operations performed shall not exceed the maximum surgical benefit shown in the Table of benefits. Surgical charges shall be understood as inclusive of pre-surgical assessment and normal post- surgical care fees.
Surgical Operation	Means a scientific method to treat injuries or diseases which is undertaken by a legally licensed surgeon through manual operations with medical instruments or equipment in a hospital including but not limited to endoscopic surgery, laser surgery...
Temporary Disablement	This term means that the Insured person can not to any extent perform part or all of his or her occupational duties in a certain time, but that condition is not permanent.
Territorial Scope	Area for each plan as defined in the Table of Benefits (i) where the Insured Person can be evacuated to in the event of medical emergency and necessary treatment is unavailable locally; (ii) and where the medical customary and necessary expenses incurred by the Insured Person may be considered payable under this insurance.

In case the Insured person extends the territory limit to Asia region and Worldwide, BaoViet will cover medical expenses incurred following illness, disease or accident occurring within the selected territorial limit. Travelling cost (except for Emergency Medical Evacuation cost when the Insured Person is covered under such benefit and he/she is in a serious medical condition or life –threatening condition), accommodation expenses and other expenses will not be payable.

The Policy	Means the contract of insurance between BAOVIET and the Policyholder providing cover as detailed in this Policy document. The Policy comprises of The Proposal 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.
Total Limit	Is the total aggregated benefits payable under the Basic Cover that the insured selected should not exceed the limit as stated in the Certificate or Policy Schedule.
Waiting Period	Means all benefits concerned will not be payable during that period.

PART 2 – COVERAGE

A. BASIC COVER

The Benefits mentioned in the Table of Benefits are provided to the Insured Person following a Bodily Injury and/or a Sickness, Disease or Illness as defined herein during the Period of Insurance.

Upon receipt of Proof of Claim, BAOVIET will pay the Benefits incurred under the Policy based on the policy’s sub limits up to the Total Limit shown in the policy Schedule or 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.

I. MEDICAL EXPENSE DUE TO ILLNESS/ DISEASE/ ACCIDENT

Hospitalization

In case the Insured must be hospitalized as a result of Sickness, Disease, Illness or Accident within the insurance period, BAOVIET shall pay all the actual, Reasonable and customary charges or Hospital Services expenses arising from treatment within the insurance period, Room and Board, and Hospital Miscellaneous but the maximum limit of such expenses shall not exceed the correlative chosen plan limit of the policy as specified in the Insurance Certificate or Schedule.

Surgery

In case the Insured must have a surgical operation or Organ Transplantation, BAOVIET shall pay all the medical expenses for consultation, anaesthetization, health recovery and surgical operation. The limit of surgical expenses or Organ Transplantation shall not exceed the limit under the correlative chosen plan limit of the policy of the respective benefit as stated in the Certificate or Policy Schedule.

II. OTHER BENEFITS

Additionally, BAOVIET shall reimburse the insured for the following charges, subject to the correlative plan limit:

1. Pre-Hospitalization visit and treatment: Medical expense and related charges within 30 days prior to the hospital admission.
2. Post-Hospitalization visit and treatment: Medical expense and related charges within 45 days following the hospital discharge.
3. Home nursing: including the charges of hiring a nurse who is appointed by physician or hospital where the patient is confined within 15 days immediately following hospital discharge.
4. Hospital cash income: Bao Viet will pay the amount stated in the Table of Benefits or Policy Schedule when the insured is hospitalized in the hospital. This limit will be doubled if customers have in-patient treatment in state-owned hospitals.
5. Day – patient treatment: actual expenses incurred and not exceeding the limit of indemnity of Hospitalization/ Surgical Operation expenses.
6. Ambulance services: within the territorial limit of Vietnam excluding the evacuation by airplane.
7. Burial or cremation allowance: Bao Viet will pay the amount stated in the Table of Benefits or Policy Schedule in case of the Insured Person’s death due to illness/disease or accident following in-patient treatment for such reasons.

B. ENDORSEMENTS/ ADDITIONAL COVERS

The following Endorsements only apply if they are specifically noted to be covered on the Schedule or Certificate of Insurance and the claim settlement basis for any of these Endorsements will be subject otherwise to the definitions, exclusions as specified in the Basic Plan of this policy.

ENDORSEMENT 1

DAILY BENEFITS

Under this Endorsement, BAOVIET agrees to pay Daily Benefits for in-patient and/or out-patient treatments due to accidents or in-patient treatments of illness/disease of the Insured based on the number of days off prescribed by an attending physician or actual days off calculated on the basis of hospital admission and discharge forms (including Saturdays, Sundays and holidays) in case of in-patient treatment, whichever is less.

Any claim must be accompanied by prescription of the attending physician on the number of days off. In case of in-patient treatments, hospital admission and discharge forms are required. Minute/report of accident certified by a person-in-charge of the Insured's company or local authorities or police at the place of accident is required in case of serious accidents while accident report which is self-declared by the Insured is required in other cases of accidents. Daily benefit amount is stated in the Table of Benefits/Certificate of Insurance and/or Policy Schedule.

ENDORSEMENT 2

OUT-PATIENT TREATMENT

Under this Endorsement, BAOVIET shall pay Insured Person for out-patient treatment expenses arising from Sickness / Illness/ Disease or an Accident occurring in the period of insurance up to the limit of indemnity as stated in the certificate or Policy schedule, as follows:

1. Consultation charges and cost of prescribed medicines (medicine invoices must present the correct amount and type of medicines prescribed by the physician), charges made for laboratory tests or X-ray that are used in the diagnosis of a covered disability, sickness, disease.
2. Medical aids that are necessary as part of treatment for broken limbs or injuries, disability (e.g. plaster casts, bandages) and walking aids prescribed by a physician
3. Radiotherapy, heat therapy or phototherapy and other such treatment prescribed by a physician

ENDORSEMENT 3

DENTAL TREATMENT

Under this Endorsement, BAOVIET shall pay Insured Person expenses incurred for dental treatment including checkup and diagnosis; tooth cleaning; normal fillings such as amalgam, composite, fuji another equivalent material; removal of decayed teeth; removal of impacted, buried or un-erupted teeth; removal of roots; removal of solid adontomes; apicotomy; root canal treatment; gingivitis, pyorrhea treatment.

ENDORSEMENT 4

MATERNITY BENEFIT

This Endorsement shall cover the costs associated with:

- Complications of Pregnancy as defined.
- In case of Normal Childbirth and caesarean, BAOVIET will pay full of medical expenses actually incurred for each claim for treatment in state-owned hospitals or 70% of medical expenses actually incurred for each claim for treatment in other hospitals but not exceeding the maximum limit for this endorsement as specified in the Table of Benefits. Extra costs incurred due to doctor or birth time selection following the requirement of the Insured person or her relatives are excluded.
- In-patient treatment for newborn.

ENDORSEMENT 5

EMERGENCY MEDICAL EVACUATION

Cover under this Endorsement is extended to provide services listed below necessary incurred within the territory of selected plan while the Insured Person, as a result of an accident while traveling from his place of residence as declared, and provided always he/she is not traveling away from his usual resident place for more than one hundred and eighty (180) consecutive days per period of insurance. The maximum limit

of evacuation expenses shall not exceed the limit as stated in the certificate or Policy Schedule in the policy period and further conditions as specified hereunder.

I. BENEFITS

1. Emergency Message Transmission Assistance

In the event of a medical emergency or a hospital confinement, The Assistance Company will undertake to keep the Insured Person's immediate family members informed.

2. Medical Service Provider Referral

The Assistance Company 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 Vietnam (collectively "Medical Service Providers"). The Assistance Company 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 will exercise care and diligence in selecting the Medical Service Providers.

3. Guarantee of Medical Expenses Incurred during Hospitalization & Monitoring of Medical Condition During and After Hospitalization.

The Insured Person who undertakes Medical Expenses Insurance and need to check into a hospital, 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 hospitalization up to Medical Expenses Limit specified in the Schedule or Certificate of insurance. The Assistance Company 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.

4. Arrangement and Payment of Emergency Medical Evacuation

The Assistance Company will arrange for the air and/or surface transportation and medical care during transportation, communications and all usual ancillary services required to move the Insured Person when in a Serious Medical Condition as defined hereunder to the nearest hospital, where appropriate medical care is available, within the Territorial scope for the chosen plan. 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.

The Assistance Company retains the absolute right to decide whether the Insured Person's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. It further reserves the right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which it is aware at the relevant time.

Emergency Evacuation is only proceeded with in the event of necessary Treatment not being readily available at the place of the incident. Evacuation is subject to written agreement from BAOVIET prior to the travel and certified instructions from the attending Medical Practitioner or Specialist including confirmation that the required Treatment is unavailable in the place of incident.

5. Arrangement and Payment of Emergency Medical Repatriation

The Assistance Company will arrange for the return of the Insured Person to his place of residence in the Socialist Republic of Vietnam following an emergency medical evacuation. BAOVIET shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by it.

The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

6. Arrangement and Payment of Repatriation of Mortal Remains

The Assistance Company will arrange for transporting the Insured Person's mortal remains from the place of death to the Place of Resident 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.

II. OBLIGATIONS OF THE INSURED IN CASE OF EMERGENCY ASSISTANCE

1. Request for Assistance

In case of emergency, the Insured Person or his/her representatives as soon as practicable shall contact the international assistance company IPA at: +662 039 5705

Before The Assistance Company can undertake any action, the Insured Person needs to furnish the followings:

- State Insured's name, the number and expire date of the Policy.
- State the place and telephone number where Insured can be reached.
- Give a brief description of the problem encountered and nature of help required

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 Assistance Company as soon as practicable.

3. Hospitalization prior to notice the emergency Assistance Company

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

4. Medical Transfer

If the Insured Person claims for medical transfer or repatriation, the following conditions have to be served:

- a. In order to enable the emergency assistance Center to take action as quickly as possible the Insured or any person acting on his behalf must give:
 - The name, address and phone number of the hospital where the Insured Person have been taken.
 - The name, address and phone number of the treating physician, and if necessary the family doctor.
- b. The Medical Team of the Emergency Assistance Company shall have free access to the Insured Person in order to ascertain his condition. If the obligation is not fulfilled and except justified opposition, the Insured Person will no longer be entitled to medical assistance.

PART 3 – GENERAL EXCLUSIONS

(Applicable for all conditions and endorsements)

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

1. Special diseases and pre- existing diseases within the first year of cover.
2. Medical expenses relating to Ligament break and Meniscus tear are excluded within the first two years of cover and will be payable from the third year onwards with 20% co-insurance.
3. Treatment of sexually transmitted disease (including but not limited to gonorrhoeal, syphilis, genital herpes), malaria fever, tuberculosis and occupational disease.
4. Treatment of and/or surgery for birth defects, congenital anomalies, genetic deformities or diseases, hereditary medical conditions with symptoms present at birth, surgery which had been indicated before the inception date of the policy;
5. Treatment for mental/ psychiatric illness, mental/ psychological disorders, sleeping disorders, insomnia (sleeplessness), fatigue, stress or other stress-related illnesses;
6. 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.
7. Treatment or control of weight (loss or gain);
8. All dental treatment or oral surgery except for dental treatment following an accident, or the insured applies for additional cover of dental treatment.

9. General Outpatient Services apart from emergency out-patient treatment following an accident or participating in additional cover of out-patient treatment.
10. Expenses relating to Pregnancy and childbirth. Such exclusion is not applicable for the additional cover of Maternity Benefit.
11. Routine health examination or check-up (in or out-patient), physical examination or medical consultation including gynaecological/ andrological examination not related to treatment of an insured illness or injury, routine tests and check-up for new- born, inoculations, vaccinations and preventative medicines (except for vaccinations after accidents or animal/insect bite); consultations or tests without prescription/diagnosis by Physician.
12. Normal eye tests, normal hearing tests, non-medical/natural refractive eye/hearing defects including but not limited to myopia, presbyopia and astigmatism and any corrective surgery for non-medical/natural degenerative sight and hearing defects;
13. Cost of providing, maintaining or fitting any external and internal prostheses or appliances, aid equipment/ devices as defined.
However, in respect of disc and metal screws in bone surgery under a treatment of accident(s), BAOVIET will reimburse maximum 10% of Sum Insured of Medical expenses due to accident(s);
14. Treatment for beauty purpose (unless the surgery is to recover the body injured by an accident during insurance period stated in the certificate) including but not limited to treatment of increased skin pigmentation, acne, alopecia (hair loss), etc, particularly for excluded out- patient conditions. In case Insured Person suffers from those diseases and requires hospitalization, inpatient treatment benefit shall be applied.
15. Any abortion performed due to psychological or social reasons and all consequences thereof; costs of 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.
16. Tests or treatment relating to infertility, contraception or sterilization or sexual dysfunction.
17. Dietary supplements and substances which are naturally available and can be purchased without doctor's prescription including but not limited to vitamins, mineral and organic substances (excluding vitamins being prescribed together with treatment drugs and costs of which are not higher than treatment drugs therein), cosmetics and cosmetic medicine;
18. Willful misconduct of the Insured or the Beneficiary.
19. Grave violation of law, regulation and other rule of the local authority or other social bodies with criminal conviction and serious violation of traffic regulations such as illegal racing, driving with blood alcohol concentration in excess of the provisions of Vietnamese road traffic safety law. The Insured Person is under the influence of use of alcohol, beer or other similar stimulants when it is proven that it has been the direct cause of the accident.
20. The Insured's act of fighting, unless such act can be proved that it is only a defence against an attack;
21. Participation in or training for any dangerous or hazardous sport, pastime or competition or riding or driving in any form of race or competition, any underwater activities, naval, military or air force service operations unless the written acceptance has been issued by BAOVIET and additional premium required received.
22. Aviation other than as a fare-paying passenger on a legally recognized airline or chartered air service.
23. Treatment or surgical operation upon request of the Insured Person which is in anyway not the normal therapeutics;
24. Treatment at illegally licensed private doctors' or private dental clinics which cannot provide medical documents/ invoices as regulated by laws unless it is otherwise agreed and stated in the Policy Schedule or endorsements thereon;
25. Services or treatment in any home, spa, hydro clinic, sanatorium, nursing home or long term care facility that is not a hospital as defined.
26. Treatment received in countries other than those specified in the Territorial Scope of the plan.
27. No benefit is payable as a result or confinement in any Hospital where is without charge.
28. Treatment that is not scientifically recognized.
29. Medical treatment or use of medicaments or medicines without applying prescription or indication of the physician.
30. Any expenses or costs in relation to the Insured's passport and/or visa application.
31. Medical Expenses in respect of the same bodily injury, sickness or diseases which are claimable under any other insurances. Only charges which are in excess of the said insurances will be paid, or that calculated from the Table of Benefits of this Policy whichever is less.
32. Expenses incurred resulting from an accident which occurs before applying insurance or out of insurance period.

33. Medical expenses directly or indirectly arising from or required as a consequence of: War, riots, invasion, act of foreign enemies, 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.
34. Injuries, disability caused by nuclear fission, nuclear fusion or radioactive contamination, asbestosis.
35. Disaster such as earthquakes, volcanoes, tsunamis, radioactive contamination, epidemics officially declared by the authorities.

PART 4 – GENERAL PROVISIONS

I. 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 or renewals, on or before the Due Date as stated on the Certificate of Insurance or the policy Schedule. 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.

The renewal premium will increase if the Insured enters a new age group (as classified in the Premium Table) on the date of renewal. Subject to continued renewal, insurance will cease at the first Due Date following the 65th birthday of the Insured Person, unless otherwise agreed by BAOVIET.

For all conditions and endorsements, this policy shall come into effect after waiting period since the full premium has been paid by the Insured for the below cases:

- a) 30 days in respect of illness, diseases.
- b) 30 days in respect of dental treatment.
- c) 12 months in respect of special diseases and preexisting diseases.
- d) Effective right after the proposer settles the premium in case of accidents
- e) 90 days in case of miscarriage or abortion/pregnancy treatment indicated by an attending doctor, ovaries removed, maternity treatment;
- f) 635 days in case of childbirth.
- g) The insurance contract which has been renewed shall be continuously effective right after the proposer settles the premium for the following period.

Bao Viet reserves the right to deny renewal or adjust premium/benefits at the time of policy renewal based on the Insured Person's loss history.

II. Cancellation

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.

Provided no claims have been made or payable to the Insured during the policy period, The Insured may terminate the Policy at any date subject to thirty (30) days written notification in advance and the return of all Certificate of Insurance and Card to BAOVIET. A refund will be given after a deduction based on BAOVIET's short-term period rates.

III. Other Insurance/Third Party Recovery

The Policy will not provide the insured benefits other than on a proportional basis if the Insured has any other in force Insurance that entitles him/her to the medical expenses benefits from any other source in respect of the same Bodily Injury, Sickness, Disease, and Death

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

IV. Eligibility

The maximum age for enrolment is 64 and 65 for renewal of an existing policy. Insured Person can be the proposer himself or Dependant(s) of the proposer.

Children under 18 years old must be insured together with their parent(s) and exceptions can only be granted to those whose parent(s) has/have been insured under another health insurance policy issued by Bao Viet. Children's plan including basic cover and additional cover(s) must be lower or equivalent to their parent's plan.

BAOVIET shall not accept to cover and responsible for the followings:

- a) Person who currently suffers from mental illness, neuropathy, leprosy.
- b) Person who is permanently disabled of 50% and upward.
- c) Person who is under the treatment period for his disease or injury, except for special cases in which BAOVIET shall consider to accept and opt to exclude permanently those diseases/injuries and their related complications

V. Obligations of Insured Person:

- a) Must fulfill the application form in utmost good faith.
- b) Disclose personal information truthfully and provide proofs for risks assessment.

In the event that the policyholder, the Insured Person or their legal beneficiary untruthfully observe the terms and conditions of the policy, BAOVIET shall become entitled to repudiate the payment of claims partly or wholly subject to the extent of infringement.

VI. 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 religious beliefs.

VII. Alterations

This Policy may at any time be amended and changed by written agreement between BAOVIET and the Insured Person. Any amendment to this Policy shall be binding on all persons on or after the effective date of the amendment.

No alteration in this Policy shall be valid unless approved by an authorized representative of BAOVIET and such approval is endorsed hereon.

Change of benefits:

Limits/sublimits of all insured conditions/benefits are kept unchanged during the insurance period. These benefits can only be revised at the renewal date.

VIII. 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

IX. Clerical Error

A clerical error by BAOVIET shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

X. Notice of Trust or Assignment

BAOVIET shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.

XI. Subrogation

By accepting any payments of benefits under this insurance arising out of illness, injury or medical condition, an Insured Person agrees that BAOVIET shall be subrogated to all claims, demands, actions and rights or recovery 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 insurance.

XII. Arbitration

Any difference in respect of medical opinion in connection with the treatment of an accident or illness shall be settled between two 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.

XIII. Legal Proceedings

No action in law or in equity shall be brought to recover under the Policy prior to the expiration of 60 days after proof of claim has been furnished or after the expiration of 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 Policy.

XIV. Termination of Insurance Benefits

All benefits under this policy will be invalid at 12.00 pm (midnight) of the last day of the insurance period or the termination day on Policyholder's request, whichever comes first.

PART 5: CLAIM PROCEDURES

I. GENERAL PRINCIPLES

1. Claim Documents (applicable for all conditions and endorsements)

When lodging a claim against BAOVIET, the Insured or the Beneficiary must provide BAOVIET with the following documents in English or Vietnamese within sixty (60) days, from the date of hospital discharge, the Insured person's death or the last Doctor visit with medical prescription in case of out-patient treatment.

- a) BAOVIET's Claim Form;
- b) Minute/report of accident certified by a person-in-charge of the Insured's company or local authorities or police at the place of accident (in case of serious accidents) or accident report which is self-declared by the Insured in other cases of accidents.
- c) Medical documents related to a treatment, e.g. prescriptions, medical books, hospital discharge forms, medical reports/ certificates, test/laboratory results, surgical certificate (in case of surgical operation), etc. Photocopy of medical treatment documents certified by company (policyholder) or BAOVIET are acceptable. In any case, BAOVIET has the right to request the original one to check.
- d) Payment documents, e.g. financial invoices, bills or receipts relation to the treatment/ surgery. Medicine invoices/bills must be issued within 30 days from the date of medical prescription. These documents must be original forms as regulated by Ministry of Finance or Bureau of Taxation and shall be owned by BAOVIET after the claim is settled.
- e) Death Declaration and the legal confirmation of Beneficiary/ beneficiaries (in case of the Insured's death).
- f) If the Physician needs to refer the insured to a Specialist, Referral letter by the Physician shall be required.

Indemnity payments will be made to the Insured or the beneficiary of the insured.

2. Time bound:

Within fifteen (15) working days from the date of receiving full original and valid documents, BAOVIET shall have responsibility in confirming Claim Settlement Advice to the Insured/ his Beneficiary/ legal representative. If required, BaoViet will verify claim information within 30 working days from receipt of full and valid documents. Request for additional claim documents and verification notice will be sent to the Insured within 03 working days and 05 - 09 working days from receipt of initial claim documents respectively.

3. General Claims Information (compensation)

All documents and materials, which are required by BAOVIET to support a claim, shall be provided freely to BAOVIET, prior to any claim being made.

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

II. CLAIM/TREATMENT CASES:

1. Direct billing

In case the Hospital or Medical establishment where the Insured is given treatment and medical examination belongs to the Direct Billing System of the policy, the Insured needs to take the following steps:

- Present Medical Care Card, Identity card or Passport, birth Certificate (if the Insured is a child) to the Hospital or Medical establishment of Direct Billing System.
- Check the Claim form which the Hospital or Medical establishment provides after the treatment and sign it to confirm that Insured has received the treatment stated.
- Settle any charges for the treatment in the Hospital or Medical establishment which is not covered by this policy or exceeding the Insured limit.

2. Direct settlement prior to claim handling

In case the Insured takes a treatment and medical consultation at a legally licensed Medical establishment which is not included in the Direct Billing System of this policy, the Insured will have to pay for all medical expenses and then send the full claim documents to BAOVIET for a reimbursement of the eligible expenses.

PART 6 - APPENDIX: LIST OF OCCUPATIONAL DISEASES

Group I: Relating to Lung and Bronchus

- Silicosis
- Asbestosis or pneumoconiosis due to inhalation of amiant
- Byssinosis or pneumoconiosis due to inhalation of cotton
- Occupational chronic bronchitis
- Occupational bronchial asthma

Group II: Poisoning reasons

- Lead poisoning or plumbism
- Benzene and analogue poisoning
- Mercury poisoning
- Mangan and analogue poisoning
- Trinitrotoluen poisoning
- Occupational disease resulting from arsenic and arsenic compound poisoning
- Occupational disease resulting from nicotine poisoning
- Occupational disease resulting from insecticide poisoning
- Occupationally intoxicated with Carbon Monoxide

Group III: Physical reasons

- X-ray and radioactive contamination
- Deaf due to working in noisy places
- Occupational disease due to vibration reason
- Occupational low blood pressure disease

Group IV: Occupation skin disease

- Occupational sunburnt
- Inflammation, ulcer of skin, contact dermatitis
- Occupational oil spots
- Work-related skin ulceration, work-related infected fingernail and work-related infection surrounding fingernail

Group V: Occupational bacterial contamination disease

- Tuberculosis as an occupational disease
- Hepatitis as an occupational disease
- Leptospirosis as an occupational disease