



# LUMA ASIA CARE PLUS POLICY

## SECTION 1) DEFINITIONS

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.

No.	Wording	Refers to
1	Accidents	Any physical injury resulting from a sudden, unforeseeable action from an external cause.
2	AIDS/ HIV	Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). This also refers to any diseases or illnesses caused by AIDS or HIV such as kaposi's sarcoma and other malignant neoplasms, central nervous system lymphoma, encephalopathy (dementia) and opportunistic infections. Opportunistic infections include but not limited to pneumocystic carinii pneumonia, chronic diarrhoea, chronic gastroenteritis (from any pathogens), viral infection, parasitic and disseminated fungi infection.
3	Annual limits	The maximum amount of money reimbursed per Policy year and per Covered Person.
4	Benefits	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.
5	Cancer	Uncontrollable growth of abnormal cells derived from normal tissues which affects normal organ or physical system.
6	Cancer treatment	All Medically Necessary treatment a Covered Person receive for 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.
7	Clinic	A legally constituted Clinic which is open for medical treatment without overnight accommodation.
8	Country of Residence	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.
9	Company	Luma Care Co. Ltd., on behalf of Lanexang Assurance Public Company (LAP).
10	Congenital Anomalies	A Medical Condition which can be hereditary or caused by environmental factors and that is present at birth.
11	Convalescent home	A place of residence for people who require constant nursing care and have significant deficiencies with activities of daily living.

No.	Wording	Refers to
12	Co-payment	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 Policy schedule.
13	Country of Origin	The country of citizenship as declared in the application form.
14	Covered Person	The Insured and/or the Insured's dependent(s) who are named in the Policy schedule and/or endorsement.
15	Covered travel	Coverage is provided during all business and personal trips according to the limitations of the geographical coverage.
16	CT-PET scans	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).
17	Customary and Reasonable Medical Charges	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 the covered person receives treatment.
18	Day care Treatment	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.
19	Deductible	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.
20	Dependents	<p>Dependent of the Insured i.e.</p> <ol style="list-style-type: none"> <li>Spouse of the Insured who must be legally married, in civilpartnership or permanently living with the Insured Person in a similar relationship. The Insured Person must have only one spouse whose age must be under 65 years upon Enrolment Date.</li> <li>Children including the Insured Person's own children, legally adopted children, step-children, foster children and any other child 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.</li> </ol>
21	Diagnostic tests	Investigations, such as x-rays or blood tests, to find or to help to find the cause of the Covered Person's symptoms.
22	Direct Billing	A "cashless" payment process in which health insurance companies establish agreements with medical providers so that the Covered Person can receive medical services without having to pay upfront or make claims afterwards.
23	Elective surgeries	An elective surgery is a planned, medically required but non-emergency surgical procedure.
24	Eligible	Those treatments and charges, which are covered by the Policy.
25	Emergency	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.

No.	Wording	Refers to
26	Enrolment Date	The date shown on the Policy on which a Covered Person was accepted for the described coverage in this Policy.
27	Expatriates	Any persons living outside of the country from which they hold a passport.
28	Home address	The Insured's permanent registered address.
29	Hospital	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.
30	Hospice and palliative care	Care provided to relieve suffering and improve quality of life of terminally ill patients (In-patient, Day-patient or Out-patient).
31	Hospitalization	When a Covered Person is confined to a recognized Hospital on the advice of a physician for treatment of an injury or sickness.
32	In-patient	A patient who is admitted to Hospital and who occupies a bed overnight or longer, for medical reasons.
33	Insurance year	The Start Date of the Policy, as indicated in the Policy and ends exactly one year later.
34	Insured	The person named as Insured in the Policy schedule.
35	Local road ambulance	Transportation costs to travel to and between Hospitals by road ambulance when considered "Medically Necessary"
36	Major Restorative Dental treatment	Dental prosthesis such as Orthodontic, Prosthesis Bridges, Implants.
37	Medical Condition	Any disease, injury, or illness, including Psychiatric Illness.
38	Medical card	The card issued to each Covered Person by the Company in accordance with the Policy conditions.
39	Medical Emergency	<p>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 :</p> <ul style="list-style-type: none"> <li>- Placing the person's health, or with respect to a pregnant female, her health or the health of her unborn child, in serious jeopardy.</li> <li>- Serious impairment to bodily functions.</li> <li>- Serious dysfunction of any bodily organ or part.</li> </ul>
40	Medical Facility	Any establishment that furnishes, conducts, and operates health services for the prevention, diagnosis, or treatment of human disease, pain, injury, deformity, or physical condition. The health service offered by a medical care facility can be either medical or surgical.
41	Medical History	A narrative or record of past events and circumstances that are or may be relevant to a patient's current state of health.

No.	Wording	Refers to
42	Medical Practitioner	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.
43	Medically Necessary	Medical treatment which meets the following conditions; 1. In accordance with the diagnosis, and treatment for such illness or injury; and 2. In accordance with medical indication of modern medicine; and 3. Not primarily for the convenience of the patient or his/her family, physician; and 4. In accordance with generally accepted standard to care for the patients, and considered appropriate for the treating patient's illness or injury.
44	Nursing at Home	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.
45	Out-patient	A patient who attends a Hospital, consulting room, or Out-patient Clinic and is not admitted as a Day-Patient or an In-Patient.
46	Organ & bone marrow transplant services	Costs for heart, lung, heart and lung, kidney, liver and bone marrow transplants, including Hospitalization costs and pre- and post-Hospitalization 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.
47	PET/MRI scans	A hybrid imaging technology that incorporates MRI soft tissue morphological imaging and PET functional imaging.
48	Policy	Policy Schedule, Table of Benefits, General Terms and Conditions, Insuring Agreement, Exclusions, Endorsements, Special Clauses, Policy Summary, and Application Forms which are all regarded as being part of the contract.
49	Pre-existing Conditions	A pre-existing condition is defined as 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 prior to the effective date of the Covered Person's coverage.
50	Premium	The chosen periodic payment made for the Policy.
51	Preventorium	An institution for patients infected with tuberculosis but who have not the active form of the disease.
52	Private room	Single occupancy accommodation in a private Hospital. Deluxe, executive rooms and suites are not covered

No.	Wording	Refers to
53	Proof of claim	<p>Bills identifying patient, date of treatment, and cost and describing in detail the medical services performed or the medical products purchased, Doctor's prescription for prescription drugs, laboratory tests, physical therapy and eyeglasses and contact lenses, and any other medical service or product which is not delivered by a doctor.</p> <p>The original reimbursement statements from social security, government programs, or other insurance. If the original receipt has been submitted to another third party for partial payment of a claim the Company will accept a copy provided that the third party authenticates the receipt as being original and indicates the amount which has been paid to the Covered Person by the third party.</p>
54	Psychiatric treatment	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
55	Psychomotility	Bodily movement proceeding from mental processes and indicating psychological tendencies and traits.
56	Reconstructive surgery	Surgery to rebuild a structure for functional reasons.
57	Rehabilitation	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.
58	Renewal date	The anniversary of the Start Date of the Policy.
59	Sanatorium	A Medical Facility specializing in the treatment of various forms of tuberculosis.
60	Semi-private room	Dual occupancy accommodation in a private Hospital.
61	Specialist	<p>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.</p> <p>"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).</p>
62	Specialized medical facility (for psychiatric hospitalization)	<p>A facility that is</p> <ol style="list-style-type: none"> <li>1. primarily engaged in providing, on a full-time In-patient basis, a program for diagnosis, evaluation and effective treatment,</li> <li>2. Provides medical care on a continuous 24-hour daily basis</li> <li>3. maintains a written individual plan of treatment for each patient,</li> <li>4. is under the supervision of a staff of physicians and skilled nurses.</li> </ol>
63	Start date of the Policy	The start date shown on the Covered Person's Policy.

No.	Wording	Refers to
64	Surgical procedure/surgery	An operation requiring the incision of tissue or other invasive surgical intervention.
65	Table of Benefits	The Table of Benefits applicable to the coverage showing the maximum Benefits the Company will pay.
66	Termination Date/ termination of coverage	The actual date the coverage ceased.
67	Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in 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.
68	Treatment	Surgical or medical services (including Diagnostic Tests) that are needed to diagnose, relieve or cure a Medical Condition.
69	Vaccinations	All basic immunisations and booster injections required under regulation of the country in which Treatment is being given, any Medically Necessary travel vaccinations and malaria prophylaxis. The cost of consultation for administering the vaccine, as well as the cost of the drug, is covered under the Policy.
70	Waiting period	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).
71	WHO (World Health Organisation)	The World Health Organisation.

## **SECTION 2) GENERAL TERMS AND CONDITIONS**

### **1. INSURANCE AGREEMENT**

This insurance agreement is based upon the information provided by the applicant in the form requesting insurance coverage, and the status of the health questionnaire signed by the applicant for the purpose of obtaining insurance coverage. The Company hereby issues the Policy, summary of the general terms and conditions, insuring agreement, exclusions of this Policy to the Insured.

In the event that an applicant misrepresents or omits to inform the Company of any relevant facts, the Company when aware of the true situation, may decide to increase the premium level or void the Policy.

The Company cannot deny acceptance of responsibility except where there has been material misrepresentation in the aforementioned documents submitted by the applicant.

### **2. CHANGES TO THE POLICY**

Any changes in the contract must be approved by the Company and noted in the insurance Policy or endorsement before such changes shall be valid.

### **3. PREMIUMS**

#### **3.1 CURRENCY OF THE POLICY**

The currency of the Policy is the USD (US\$ or \$).

#### **3.2 PAYMENT AND COVERAGE**

Premiums must be paid in the currency chosen at the time of the application. The Company provide different methods of payment for the Insured convenience. The Insured may pay in two consecutive months or annually.

In the first installment of the Policy, the Insured must pay the total premiums before Start date of the Policy. The subsequent payment period will be due on the date specified by the Company. The Company will charge a premium based on the payment method agreed upon by the Insured automatically. And if the premium is paid correctly in every period, coverage will be continued. Failure to pay the premium for any period of payment will result to this Policy to be automatically terminated on the last day of the coverage which the premium has been paid for. If the premium is paid on annually basis, the Insured shall receive 30 days grace period from the Company unless it is cancelled by the Insured or terminated for any other reasons. If the premium is paid within 30 days grace period, the coverage will be continuing from the Renewal Date.

All past due premiums shall be paid for the reinstatement of medical coverage.

Claims made after the default date shall be paid upon receipt of the premium of the corresponding period. Direct-billing service and reimbursement requests shall be suspended until full premium has been received within the 30-day grace period.

#### **3.3 PAYMENT IN TWO CONSECUTIVE MONTHS (30 DAYS CREDIT TERM):**

The Company provide different methods of payment for the Insured convenience. The Insured may pay in 1 or 2 consecutive payments instalments.

1. In the first instalment of the Policy, the Insured must pay the total premiums before Start date of the Policy.

The subsequent payment period will be due on the date specified by the Company. The Company will charge a premium based on the payment method agreed upon by the Insured automatically. Failure to pay the total annual premium within 30 days from Start date of the Policy will result to this Policy to be automatically terminated 30 days after the Start date of the Policy without advanced notice, and the Insured will be entitled to a refund of the premium for the unexpired term of insurance, after deduction of a proportionate amount of premium for the period during which this Policy is in effect, based upon the short rate table as specified in clause 3.3 – Termination of the Insurance policy.

2. In a year of renewal, if the first instalment of the renewal premium is paid before the expiration of the Policy, the Company will provide continuing, uninterrupted coverage.
3. If the first instalment of the renewal premium is not paid before the expiration date of the Policy, the coverage under this Policy will be deemed to come to an end on the expiration date of the Policy as specified in the schedule without advance notice.
4. Failure to pay the total annual renewal premium within 30 days from the expiration date of the Policy, will result to this Policy to be automatically terminated 30 days after the expiration date of the Policy without advanced notice, and the Insured will be entitled to a refund of the premium for the unexpired term of insurance, after deduction of a proportionate amount of premium for the period during which this Policy is in effect, based upon the short rate table as specified in clause 17 – Termination of the Insurance policy.



Each of the Covered Persons must study and pay the premium based on his or her actual age as specified by the Company.

### Short-rata schedule

Period (not over/month)	% of annual premium
1	15
2	25
3	35
4	45
5	55
6	65
7	75
8	80
9	85
10	90
11	95
12	100

#### 4. RENEWAL OF THE POLICY

This insurance Policy is renewable automatically regardless of Covered Person's age or state of health. The Company will inform the Insured with all the importance information including any change in the Policy terms and conditions, exclusion, or coverage 30 days prior to the Renewal Date.

If the Insured is satisfied with their Policy, the Insured may take no action as it will renew automatically, The Company reserves the right ;

4.1 To adjust the premium in accordance with the age and risk profile of the Covered Person(s).

4.2 To adjust any term and conditions, coverage as necessary

#### 5. CANCELLATION OF INSURANCE POLICY

5.1 The Insured may cancel this Policy by giving notice to the Company in writing.

The Insured person will be reimbursed the full amount of premium if the Insured person cancel within 7 days of the payment, given that the Insured person submitted no claims. Passed the 7 days deadline, the Company will refund the premium as per the short-rated schedule.

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

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

5.2 The Company may cancel this insurance Policy by giving notice in writing to the Insured not less than 30 days in advance if there is a clear evidence that the Covered Person is making fraud claims to benefit from this insurance. In this event the Company will refund the premium on a pro-rata basis.

The Company is not responsible for any injury or sickness occurred after the Policy is cancelled.

No claim of any kind will be considered after notification by Insured and acceptance by the Company of any cancellation.

#### 6. TERMINATION OF COVERAGE

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

- 6.1.1 On the termination date of the Policy with the Company.
- 6.1.2 On the date of death of the Insured person which is not covered by this Policy, the Company will refund the premium to the beneficiary on a pro-rata basis.
- 6.1.3 When premiums are not paid on due date pursuant to General terms and condition item 3.2 (Payment and Coverage).
- 6.1.4 When the Insured person be imprisoned by lawful Authority, for which the premium shall be returned to the Insured on a pro-rata basis.
- 6.1.5 The principal country of residence of the Insured person is no longer within the primary area of coverage (12.2) unless otherwise agreed by us in writing;
- 6.1.6 If there shall be any misrepresentation, non-disclosure or fraud on the part of the Policyholder and/or Covered Person;
- 6.1.7 If there is a breach of any regulation and/or law and/or economic sanctions

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

- 6.2.1 When the dependent no longer qualifies as a dependent under the aforementioned definition.
- 6.2.2 On the date of death of the dependent which is not covered by this Policy, the Company will refund the premium to the beneficiary on a pro-rata basis.
- 6.2.3 When the dependent be imprisoned by lawful Authority, for which the premium shall be returned to the Insured on a pro-rata basis.
- 6.2.4 If the Policy is terminated according to condition 6.1 above.

6.3 The Company has paid up to the maximum benefit shown in the Table of Benefits for the insuring agreement and or endorsements.

## **7. 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 hold an insurance policy with a similar coverage to the coverage of this policy, with no break of cover. Benefits in the Covered Person current insurance policy must be equal or higher than those of this policy in order for waiting periods to be waived.

If the Insured person would like to waive waiting periods, please send us the details of the Covered Person's current policy. The waiting period will not be applied provided there is no break (or lapse) in the coverage in the renewal year and we have agreed after completing our underwriting.

## **8. CLAIMS**

### *8.1 CLAIM PROCEDURE*

There may be times when the Covered Person visits a medical provider outside Company's medical provider network with whom Company do not have a Direct Billing agreement. In such cases, the Covered Person may have to primarily pay for their medical expenses and submit their claims afterwards in order to be reimbursed.

### *8.2 PROOF OF CLAIMS*

#### 8.2.1 For medical expenses claim

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.

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. If the original receipt has been submitted to another third

party for part payment of a claim the Company will accept a copy provided that the third party authenticates the receipt as being original and indicates the amount which has been paid to the Covered Person by the third party.

Failure to submit the documents within such time will not jeopardize the right to claim if sufficient reasons are given.

#### 8.2.2 COORDINATION OF MEDICAL EXPENSES BENEFITS

The insurance is not intended to be a source of profit. If the Covered Person are covered medical expense by a Government program or another policy (employer, educational institution, professional associations, etc.), the combined payments do not exceed the actual covered expenses. The reimbursement of the benefit will be at the insured's discretion whether to reimburse from which policy first.

### 9. FOR REIMBURSEMENT

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 Covered Person have incurred for medical treatment – whichever is the lower amount.

If Cover Person have selected a Deductible, they will be reimbursed only after their claims have exceeded the Deductible amount in their period of cover.

If Covered Person have selected a Co-payment, they will be reimbursed the Eligible amount minus the value of a Co-payment.

### 10. RIGHTS & RESPONSIBILITIES

#### 10.1 THE INSURED'S/COVERED PERSON'S RIGHTS & RESPONSIBILITIES

10.1.1 It is Covered Person responsibility to inform us if you make any changes regarding an address or an occupation.

10.1.2 It is Covered Person responsibility to inform the Company as soon as possible if Covered Person decide to change the principal Country of Residence or return to the Country of Nationality and plan to live in that country for more than 180 days per Insurance year.

10.1.3 The Insured are responsible for the payment of premiums which must be carried out in due time and in the chosen currency of the Policy. Prior to the next Policy anniversary, the Company will inform the Insured of the amount of premiums the Insured need to pay which may be subject to change within the course of the coverage. If the Insured fail to make a premiums payment in due time, the Company hold the right to terminate the Policy.

10.1.4 If Covered Person cancel or decide not to renew their Policy and they have any medical cards, it is their responsibility to return all the cards to Company. Company is neither responsible nor liable for any result of their unsuitable use of such medical cards.

#### 10.2 COMPANY'S RIGHTS & RESPONSIBILITIES

10.2.1 Company will provide a written document which informs the Insured of the start date of the Policy as well as any special terms attached to the Policy. Company can nonetheless refuse to give coverage to any Covered Person deemed ineligible and will provide the reasons for such refusal.

10.2.2 If, for any reasons, there is a break in the Covered Person's coverage (i.e. the Policy has been cancelled for a period of time), cover person must apply again and complete the full medical questionnaire.

10.2.3 Company have the right to exclude any Covered Person from the Policy and will inform Covered Person or the Insured of the reason for such exclusion.

10.2.4 Company have the responsibility to pay for any Eligible costs which might occur during the period for which the premium has been paid.

10.2.5 If cover person break any terms of this Policy which we have reasons to believe are essential. Company may refuse to pay for Benefits or recover from cover person the appropriate payment which will compensate for the amount the Company have already paid for the Covered Person.

10.2.6 If there is any breach of any term and/or condition of this policy, Company may decide to make waivers in certain cases. This, however, does not mean the Company would not impose enforcement in any subsequent breach of that term and/or condition. Correspondingly, these waivers shall not be applicable to any breach in the future.

10.2.7 Company will not pay for any Benefits under this Policy that is knowingly made under false or fraudulent claims by the Covered Person or anyone acting on the Covered Person's behalf. Ultimately, Company may announce the Policy invalid. In addition, if the Company have already paid for any Benefits, the Company can enforce our rights for a return of such payment whether in whole or in part.

10.2.8 Company will inform the Insured in written details about any periodical changes made regarding the terms of this Policy and the Table of Benefits. These possible changes shall take effect on next Policy's Renewal. Please be aware that any changes the Company may make will be in effect only when they are in a written document signed by authorized employee on our behalf. Company also hold the right to make revisions or terminate the Policy once the current coverage ends.

10.2.9 The entire content of this Policy is written in English and all our communications to the Insured regarding this Policy will be in English unless there is a written agreement which states otherwise.

## **11. LEGAL NOTICES**

### *11.1 ARBITRATION*

In case of argument, dispute or appeal under this Policy between the person who is entitled for compensation versus the Company, and if so desired by that person to settle the disputed claim by use of arbitration, the Company must conform and allow the case to be judged by arbitration under the Rules of Arbitration of the International Chamber of Commerce of Lao PDR by one or more arbitrators appointed in accordance with the said rules. This arbitration shall be under Lao PDR law.

### *11.2 APPLICABLE LAW*

This Policy shall be governed and construed in accordance with Lao PDR law.

### *11.3 PAYMENT OF BENEFITS*

The Company will pay the Eligible Benefits to the Covered Person within 15 days of receipt of the completed documents.

If the claim requires further investigation the Company has the right to extend the payment date.

## **12. BENEFITS & AREA OF COVERAGE**

### *12.1 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 Insurer pays Customary and Reasonable medical charges upto the amount indicated in the Table of Benefits.

### *12.2 GEOGRAPHICAL COVERAGE*

The Covered person must reside in one or more of the countries listed in the geographical areas for residency Zone A, Zone B or Zone C which the covered person is enrolled for at least 185 days per annum. For reimbursement of covered medical expenses, the Covered Person (s) may opt for three different geographical areas of coverage described belows :

## Primary area of coverage:

Bangladesh - Bhutan - Brunei - Burma/Myanmar - Cambodia - East Timor - India - Indonesia - Laos - Malaysia - Maldives - Nepal - Pakistan - Philippines - Sri Lanka - Thailand - Vietnam

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### Zone A

Worldwide excluding USA

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### Zone B

Worldwide excluding: Canada, Switzerland, Israel, Japan, Hong-Kong, Bahamas, USA, China

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### Zone C

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

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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 accident or Medical Emergency during a travel of 60 days or less, and limited to 180 days and USD 250,000 per annum.

## SECTION 3) GENERAL EXCLUSIONS

### 1. PRE-EXISTING CONDITIONS

**Our Policy are designed primarily to cover for treatment of new Medical Conditions that occur** after applicant has joined as a Covered Person. However, the Company cover Pre-existing conditions upon medical acceptance. If 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 the Medical Conditions that the Company will cover in the Extended clause: Pre-existing Conditions.

### 2. LIST OF EXCLUSIONS

The following risks are excluded from coverage

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

2.2 Travel and accommodation expenses in relation with medical care.

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

2.4 Regarding prescription drugs, any product that is not considered as a medicinal : such as sun cream, make-up, parapharmaceutical items, etc.

2.5 Costs for esthetic treatment, thalassotherapy, treatment for rejuvenation, weight loss or gaining treatment.

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

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

2.8 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.

2.9 Services in connection with infertility, pregnancy, childbirth, abortion or miscarriage, or any causes related to pregnancy, sterilization or investigation of sterilization.

2.10 Injury while the Covered Person is committing a felony or while the Covered Person is being arrested, under arrest, or escaping the arrest.

2.11 Costs for psychomotility.

2.12 Care provided in a retirement home, or expenses incurred for assistance to a person in their daily activities, even if said person has been declared temporarily or permanently disabled.

2.13 Congenital abnormalities, growth development abnormalities, and genetic disorders.

2.14 Eye examination and eyesight corrective surgery including lasik and other expenses associated with eyesight correction.

2.15 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.

However, the coverage does not include the costs for crowns and bridges, root treatment, orthodontic services.

2.16 As well as consequences of :

a. Intentional action by the Covered Person.

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. Drug addiction and alcoholism.

g. Direct or indirect effects of disintegration of the atomic nucleus.

h. Participating in any official sporting competition and training for these competitions

2.17 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.

2.18 Medical expenses incurred outside of the geographical area of coverage, as specified in General terms and condition item 12.2 (Geographical Coverage), except for an emergency case.

2.19 Treatment of sexually transmitted diseases

2.20 Sex change including treatment which arises from or is directly or indirectly made necessary by a sex change

2.21 Treatment relating to learning disorders, educational problems, behavioral problems, physical development or psychological development, including assessment or grading such problems

2.22 Any charges which are incurred for social or domestic reasons or for reasons which are not directly connected with treatment

2.23 Cryopreservation, or harvesting or storage of stem cells as a preventative measure against possible future disease/illness/injury or implantation or re-implantation of living cells or living tissues whether autologous or provided by a donor.

2.24 Treatment for all types of sleep disorder including sleep apnoea, sleep study test, snoring

2.25 Treatment whilst staying in a hospital for more than ninety (90) continuous days for permanent neurological damage or if member is in a persistent vegetative state. We define persistent vegetative state as condition of profound no responsiveness, with no sign of awareness or consciousness or a functioning mind, even if the person can open their eyes and breathe unaided, and the person does not respond to stimuli such as calling their name, or touching. This state must have remained for at least four (4) weeks with no sign of improvement or there could be no recovery

2.26 Use of any drug which has not been established as being effective or which is experimental or within clinical trials. This means it must be licensed by the European Medicines Agency if a person covered under the policy is receiving treatment in Europe, or the US Food and Drug Administration (FDA) if the person covered under the policy is receiving treatment anywhere else in the world, and be used within the terms of that license. However, we will pay if, before the treatment begins, it is established that the treatment is recognized as appropriate by an authoritative medical body and we have agreed on the associated costs in writing with the doctor and/or specialist.

## **SECTION 4) INSURING AGREEMENT**

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 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" upto the amount indicated in the Table of Benefits is Hospitalized as an inpatient at a Hospital or a Medical Facility as follows :

Covered expenses include :

#### **1. Standard Private Room**

The Company will pay the cost of room and board and Hospital daily charges 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 and Out-patient Surgery (treatment cost for a surgical procedure performed in a surgery, hospital, day care facility or out-patient department; 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, dependency unit**

#### **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 receive for 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" upto 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.

**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 15 days form the admission and post Hospitalization.**

**Limitation**

The Company will not pay the Covered Person for any expenses for an In-patient Psychiatric Treatment arising during the first 10 months from the Policy commencement date.

**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**

The 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 Orthopaedic Appliances**

**10. Routine health check up 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 Orthopaedic 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 same exclusions, general conditions and other statements as contained in this Policy, unless otherwise amended, changed, appended within this endorsement.

## **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 corrective lenses and associated eyeglasses frame**
- 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., unless otherwise amended, changed, appended within this endorsement.

## **Insurance Agreement - Maternity & Childbirth**

While the policy is in force the company will indemnify the covered person for the following maternity benefits as specified in the Table of 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**

### **Limitation**

The Company will not pay the Covered Person for any expenses related to pregnancy arising during the first 10 months from the first Policy year.

The agreement under this endorsement shall be subject to the same exclusions, general conditions and other statements as contained in this Policy, unless otherwise amended, changed, appended within this endorsement.

## **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 in-curred, 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**

The benefit item 1. Orthodontic is applicable to any Covered Person age under 18 years old who have been continuously covered under this plan/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 same exclusions, general conditions and other statements as contained in this Policy, unless otherwise amended, changed, appended within this endorsement.

## **SECTION 5) INTERNATIONAL EMERGENCY MEDICAL ASSISTANCE ('IEMA')**

The benefits and services under IEMA are provided by our chosen international assistance company who acts for us.

The evacuation or repatriation service is available when the covered person contacts the international assistance company:

1. All cases must be assessed by us, be deemed necessary for emergency evacuation or repatriation and all arrangements must be made by our chosen international assistance company in order to ensure that related costs are covered.
2. If the covered person (or his family member) makes his own arrangements, the costs will not be covered. The entitlement to the stated services does not mean that the covered person's treatment following emergency evacuation or repatriation will be eligible for benefit. Any such treatment will be subject to the terms and conditions of the plan.

The Company will cover the costs of emergency evacuation if:

- a. The covered person is, or needs to be, admitted as an emergency in-patient, and
- b. Our appointed doctor and the treating doctor believes that the Covered Person's current or nearest medical facilities is not able to provide the treatment required.

The Company will cover the costs of repatriating the Covered Person, if we have agreed to cover the emergency evacuation.

The Company will not cover the cost of evacuating or repatriating the Covered Person if the Covered Person decides to travel elsewhere for treatment and we believe the nearest medical facilities are adequate for the Covered Person's treatment. This includes if the Covered Person decides to travel back to the country where he/she normally lives for the treatment.

### **1. How emergency evacuation and repatriation cover works?**

If the Covered Person is admitted as an emergency in-patient and he / she or the treating doctor believes that the local medical facilities are not adequate to treat the Covered Person, ask somebody to call the emergency number.

The Company will appoint a doctor who will be able to assess the facilities and the evacuation or repatriation service detailed at the beginning of this section will apply.

### **2. What costs we will cover?**

If the doctor we appoint decides that the facilities are not adequate to treat the Covered Person, we will cover the reasonable costs of either:

- a. evacuating the Covered Person to a suitable medical facility for treatment in the country where he/she is in; or
- b. evacuating the Covered Person to a suitable medical facility in a different country for treatment. holder/Covered Person.

When the Covered Person is discharged from the medical facility he/she was evacuated to, we will cover the costs of repatriating the Covered Person to one of the following:

- a. the place or country where the Covered Person normally lives in the principal country of residence
- b. a country that the Covered Person holds a passport for.

We will cover these costs so long as we have agreed the method of transport to be used, date and time of the evacuation or repatriation before it takes place.

We will also cover the cost of any necessary treatment given to the Covered Person by our chosen evacuation agency while they are moving him/her.

However, if the Covered Person chooses to be returned to the country he holds a passport (home country), the costs of subsequent return to the principal country of residence will be the responsibility of the Policyholder/Covered Person.

### **3. Repatriation following death**

If the Covered Person dies outside a country that he/she holds a passport for, we will cover the cost of transporting the body back to a port or airport in:

- 3.1** the country where the Covered Person normally lives in the principal country of residence, or
- 3.2** a country he/she holds a passport for.
- 3.3** The relevant exclusions for emergency evacuation and repatriation also apply to repatriation following death.

### **4. Will other members of the Covered Person's family or friends be able to travel with him/her?**

If the member who needs to be evacuated or repatriated is under 18, we will cover the additional reasonable and necessary transport and accommodation costs for someone, aged 18 or over, to accompany them on their journey. If the member who needs to be evacuated or repatriated is over 18, we may agree to cover these costs if we believe it is medically appropriate.

Once our member reaches their evacuation destination, we will not cover the accompanying person's further costs.

### **5. What cover does a Covered Person have if a family member insured under this Health Insurance Policy is evacuated or repatriated?**

The cover depends on whether they are evacuated or repatriated either from the location where both normally live or whether both are travelling together at the time.

If the Covered Person is travelling away from home with a family member who is covered under this Health Insurance Policy and they are evacuated or repatriated, we will pay for the Covered Person's additional reasonable and necessary transport and accommodation costs that result from the evacuation or repatriation. We will do this if it is medically appropriate for the Covered Person to travel with the family member.

If the Covered Person and the family member are both at the location where they normally live and the family member has to be evacuated or repatriated from that location, the Company will pay for your additional reasonable and necessary transport costs that result from the evacuation or repatriation. The Company will do this if it is medically appropriate for the Covered Person to travel with the family member. The Company will not cover the Covered Person's accommodation costs.

### **6. What will happen to the travel ticket?**

Any unused portion of the travel tickets belonging to the Covered Person or anyone that we evacuate with the Covered Person will immediately become our property. The Covered Person and accompanying members must give the tickets to us.

### **7. Can the covered person choose to travel to a particular country for treatment?**

The Covered Person can choose to go to a particular country for treatment, but we will not cover the cost of travelling to that country. Once the Covered Person is in that country, the terms of the policy apply as normal.

## 8. Exclusions that apply to the covers for emergency evacuation and repatriation

The Covered Person is not covered for emergency evacuation or repatriation if any of the following apply:

- 8.1** the medical condition does not need immediate emergency in-patient treatment
- 8.2** the medical condition does not prevent the Covered Person from travelling or working
- 8.3** the medical condition is directly or indirectly caused by a deliberately self-inflicted injury, suicide or an attempt at suicide
- 8.4** the medical condition is in any way connected with alcohol abuse, drug abuse or substance abuse
- 8.5** the medical condition is a result of engaging in or training for any sport for which he/she receives a salary or monetary reimbursement, including grants or sponsorship (unless the Covered Person only receives travel costs)
- 8.6** the medical condition is a result of base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 10 meters, trekking to a height of over 2,500 meters, bungee jumping, canyoning, hang-gliding, paragliding or microlighting, parachuting, potholing, skiing off piste or any other winter sports activity carried out off piste
- 8.7** the evacuation would involve moving the Covered Person from a ship, oil-rig platform or similar off-shore location
- 8.8** the Company has not approved the evacuation or repatriation first
- 8.9** the Company has not been told about the medical condition within 30 days of the condition becoming an emergency (unless this was not reasonably possible)
- 8.10** the medical condition is a result of nuclear, biological or chemical contamination, war (whether declared or not), act of foreign enemy, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons or any event similar to one of those listed
- 8.11** the costs incurred when the Covered Person is on a leisure trip to a destination to which the Department of Tourism, or any other Government agency or the UK Foreign and Commonwealth Offices lists as a place which they either advise against all travel to or all travel on holiday or non-essential business.

## 9. Limits on our liability under the cover for emergency evacuation and repatriation

We will not be liable for:

- 9.1** any failure to provide the emergency evacuation or repatriation service or for any delays in providing it, unless the failure or delay is caused by our negligence (including that of the international assistance company we have appointed to act for us), or of agents appointed by either party.
- 9.2** failure or delay in providing emergency evacuation or repatriation service if by law such evacuation or repatriation service cannot be provided in the country in which it is needed, or the failure or delay is caused by any reason beyond our control including but not limited to strikes, and flight conditions
- 9.3** injury or death while the Covered Person being moved unless it is caused by our negligence or the negligence of anyone acting on our behalf.

