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**LIBERTY FAMILYCARE  
INSURANCE POLICY WORDING**

*Embrace today, pursue tomorrow*

**FAMILYCARE**  
Bảo hiểm Sức khỏe Gia đình



# **Liberty FamilyCare Insurance Policy Wording**

*(Attached hereto the Official Letter No. 3041/BTC-QLBH  
dated on March 25<sup>th</sup>, 2021 of the Ministry of Finance)*



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# LIBERTY FAMILYCARE INSURANCE POLICY WORDING

(Attached hereto the Official Letter No. 3041/BTC-QLBH  
dated on March 25th, 2021 of the Ministry of Finance)

## PART 1 – GENERAL PROVISION

### Article 1. Definition

In this Policy Wording, the Benefit Plan, the Policy Schedule, the Certificate and the Endorsements, the following words and phrases shall have the meaning set forth below:

- 1.1 **Policyholder** means an individual entering into the Insurance Policy with Liberty and paying in full the Premium, as provided clearly in the Policy Schedule. The Policyholder may concurrently be the Insured or the Beneficiary.
- 1.2 **Insurance Policy Wording** means this Liberty FamilyCare Insurance Policy Wording.
- 1.3 **Premium** means the amount to be paid by the Policyholder to Liberty within the due period and by the method prescribed in the Insurance Policy.
- 1.4 **Endorsement(s)** means the Endorsement(s) of the Insurance Policy issued by Liberty as requested and/or mutually agreed by the Policyholder from time to time. The Endorsements shall be attached in this Insurance Policy Wording.
- 1.5 **Insured Event** means an objective event, which includes an Accident to the Insured when it occurs and Sickness/Illness, Injury, Dental Care and/or Maternity Care (if applicable) within the Coverage of Insurance under the Insurance Policy for which Liberty has to pay indemnities to the Insured.
- 1.6 **Application Form** means the Application Form in the form as set forth by Liberty under this Insurance Policy Wording.
- 1.7 **Benefit Plan** means the Benefit Plan issued by Liberty together with this Insurance Policy Wording. With respect to an Insured, the relevant Benefit Plan shall be applied to such Insured as provided in the Policy Schedule and the Certificate issued to such Insured.
- 1.8 **Policy Schedule** means the summary of the Insurance Policy issued by Liberty to the Policyholder and/or the Insured.
- 1.9 **Certificate** means the Certificate of insurance issued by Liberty to the Insured in the form of a Liberty FamilyCare Insurance Card.
- 1.10 **Insurance Policy** means the mutual agreement between the Policyholder and Liberty. The Policyholder, according to the Insurance Policy, shall have to pay the Premium while Liberty shall have to pay insurance benefits to the Beneficiary or the indemnity to the Insured when the Insured Event occurs.

The Insurance Policy includes the Application Form, the table of benefit, the Certificate/Policy Schedule, this Insurance Policy Wording, and any Endorsement(s).

- 1.11 **Limits of Liability** means the maximum limit of the Liberty's accrued liability for each Insured for the Insured Period, with respect to each section as provided in the coverage of the Insurance Policy and the Benefit Plan.
- 1.12 **Sub-limit** means the limit of each Liberty's insurance liability for each Insured for the Insured Period, with respect to each benefit as provided in the coverage of the Insurance Policy and the Benefit Plan.
- 1.13 **Liberty** means Liberty Insurance Limited.
- 1.14 **Insured Period** applicable to an Insured means the one-year period with the dates of commencement and ending stated in the Policy Schedule and the Certificate issued to such Insured.
- 1.15 **Usual Country of Residence** applicable to an Insured means the country in which such Insured is living at the Effective Date and which is declared in the Application Form.
- 1.16 **Accident** means an Insured Event occurring during the Insured Period, resulting in the Injury of the Insured by an external force.
- 1.17 **Co-payment** means an amount or a percentage of an amount as set out in the Policy Schedule for which the Insured is liable to pay by himself or herself for each and every Insured Event.
- 1.18 **Dependant** means the legally married spouse of the Insured or the de facto partners with the Insured and unmarried children (including natural children, step-children and legally adopted children) who are supported by the Insured, PROVIDED ALWAYS THAT such children are not under 15 days old and not more than 18 years old (or 23 years old provided that such Dependant is in continuous full-time education).
- 1.19 **Effective Date**, with respect to an Insured, means the first date of the Insured Period for such Insured (either new or renewal, as the case may be).
- 1.20 **Elective Treatment** means Medically Necessary treatment determined by the Insured or the Insured's Physician and such treatment is beneficial to the Insured's medical status but is not an Emergency treatment.
- 1.21 **Emergency** means a bona fide emergency where there is a sudden change in an Insured's medical status, which requires urgent medical and/or surgical intervention within forty-eight (48) hours of onset to avoid imminent danger to the Insured's life or health prospects.
- 1.22 **Home Country** with respect to an Insured, means the country of which the Insured holds a passport. Where the Insured holds more than one passport,

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- the Home Country means the country which the Insured has declared on the Application Form.
- 1.23 **Treating Facility** means any legally licensed hospital, clinic, medical station, and/or any medical facility institution which operates to provide medical examination and/or treatment services in the country in which it is incorporated.
- 1.24 **Public Treating Facility** means the Treating Facility established and operated by competent state agencies in accordance with the law.
- 1.25 **Hospital Services** means medical services rendered to the Insured only when appropriate diagnostic procedures and/or treatments are not available for Outpatient Treatment and when admittance as a registered Inpatient or Day-Patient to a Treating Facility. Hospital Services include Customary and Reasonable Charges in the area where the treatment is provided, room and board, all medical facilities used by the Treating Facility and all medical treatments and medical services prescribed by the Physician and the Treating Facility, including the cost of intensive care unit if necessary.
- 1.26 **Hospitalization** means the Insured using one or several of Hospital Service(s) in a Treating Facility.
- 1.27 **Bodily Injury** means injury sustained by the Insured on any part of his/her body during the Insured Period and directly caused by an Accident.
- 1.28 **Insured** means a person satisfied all conditions whose commencement of the coverage has been confirmed by Liberty by Liberty issuing a Policy Schedule to clearly indicate that such person is the Insured under the Insurance Policy.
- 1.29 **Medically Necessary** means treatment, service, or procedure which in the opinion of the Physician and the Treating Facility where such Physician is working are appropriate and consistent with the diagnosis and are in accordance with generally accepted standards of medical practices.
- 1.30 **Physician** means a legally licensed medical practitioner recognised by the law of the country where treatment is provided and who in rendering such treatment, is practising of medical examination and treatment within the scope of his licensing and training.
- 1.31 **Policy Year** means the time starting from (i) 00.01 a.m. on the Effective Date or (ii) the time of issuance of the Insurance Policy by Liberty (whichever is later) and ending at 11:59 p.m. on the last day of the Insured Period, both inclusive. All times are calculated according to Vietnam Standard Time.
- 1.32 **Pre-existing Conditions** mean any Sickness/Illness/Injury:
- (a) which existed before the Effective Date in respect of an Insured, with signs or symptoms for which the Insured would be aware or should reasonably be aware; or

- (b) for which treatment, or medication, or advice, or diagnosis has been sought or received during the two (2) years prior to the Effective Date by the Insured; or

which was known by the Insured to exist prior to the Effective Date whether or not treatment, or medication, or advice, or diagnosis was sought or received.

- 1.33 **Prescribed Drug** means medication, the sales and use of which is legally restricted to prescription by the Physician and not including drugs that may be purchased without a prescription of the Physician.
- 1.34 **Medical Assistance Provider** is the medical assistance provider of Liberty, including International SOS or any other similar providers as informed by the Liberty to the Policyholder from time to time.
- 1.35 **Local Ambulance Services** mean the Medically Necessary road ambulance transportation services to and from a local Treating Facility.
- 1.36 **Serious Medical Condition** means the medical condition which in the opinion of the Treating Facility and the Physician providing the treatment being Medically Necessary and Emergency to avoid death or serious impairment to the Insured's immediate or long-term health prospects.
- 1.37 **Sickness/Illness** means a physical condition marked by a pathological deviation from the normal healthy state.
- 1.38 **Standard Private Room** means single occupancy accommodation in a Treating Facility. If the Treating Facility subdivides private room into several levels, indemnity will be based on the actual charge for the standard private room or the norm of the charges for private room of that specific Treating Facility, whichever is lower.
- 1.39 **Terrorist Act** means any act, including the use of force or violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) for political, religious, ideological purpose or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. For the purpose of this Insurance Policy Wording, Terrorist Act shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.
- 1.40 **AIDS/HIV means** a HIV virus (HIV) and related illnesses including Acquired Immune Deficiency Syndrome (AIDS), its complications and all illnesses/ conditions caused thereby and/or related thereto, including the consequences of treatment arising thereof.
- 1.41 **Annual Medical Check-up** means tests/screenings that are undertaken by a legitimate Treating Facility without any clinical symptoms being present. Such tests include the following examinations, at an appropriate age, for the

early detection of Sickness/Illness:

- (a) Vital signs (blood pressure, cholesterol, pulse, respiration, temperature etc.);
- (b) Cardiovascular exam;
- (c) Neurological exam;
- (c) Cancer screening; and
- (d) Well child test (for children up to the age of 6 years).

This benefit is also applied for medical check-up for work records

- 1.42 **Vision care** includes eye tests, the cost of, or contact lenses.
- 1.43 **Companion Bed** means accommodation in the Treating Facility for a parent or a legal guardian staying with an Insured, who is under 18 years of age, and is admitted as an Inpatient in a Treating Facility. This is limited to only one parent/guardian each night when the child is receiving the Inpatient Treatment in the Treating Facility, PROVIDED ALWAYS THAT the child is insured under the Insurance Policy.
- 1.44 **Chinese Medicine Practitioner/Bonesetter/Acupuncturist** means a Physician who is licensed as Chinese medicine practitioner in accordance with the laws in the country of his/her practice to render treatment.
- 1.45 **Herbal Medication** means herbal medications prescribed by a registered Chinese Medicine Practitioner and directly related to the diagnosis being treated.
- 1.46 **Bone-setting** means treatment for musculoskeletal system, joint and soft tissue resulting from an Accident for internal or external bodily injuries.
- 1.47 **Acupuncture** means a form of treatment involving the insertion of very thin needles through your skin at strategic points on your body, to varying depths. For the purpose of this definition, Acupuncture can be rendered by licensed acupuncture practitioners in accordance with the laws in the country where treatment arises.
- 1.48 **Chinese Herbalist/Bonesetter/Acupuncturist Fees** mean the fees for consultation and Prescribed Drugs in a Treating Facility that provides Chinese Medicine/Bone-setting/Acupuncture treatment, subject to the Limits of Liability for Chinese Herbalist/Bonesetter/Acupuncturist as stated in the Benefit Plan.
- 1.49 **Day Case Treatment/Day-Patient** means the Medically Necessary treatment, including Outpatient Surgery, in a Treating Facility which a minimum time of Insured's Hospitalization for the treatment no less than the Minimum Period of Hospitalization but no more than twenty-four (24) consecutive hours and does not require a bed overnight. If Day Case Treatment is an outpatient Surgery or emergency medical treatment due to the Accident and Sickness/Illness, the Minimum Period of Hospitalization shall not apply.

- 1.50 **Routine Dental Examination** means scaling and polishing.
- 1.51 **Basic Dental Service** means extraction, filling, x-rays, periodontal scaling.
- 1.52 **Major Dental Treatment** means removal of impacted, buried, or unerupted teeth, root canal treatment, removal of solid odonomes, apicectomy.
- 1.53 **Dental Care** means Routine Dental Examination, Basic Dental Service, and Major Dental Treatment.
- 1.54 **Direct Billing Network** means medical providers, details of which are listed separately and informed by Liberty to the Policyholder, which agree to charge Liberty directly for the treatment expenses when the Insured presents a valid Certificate. However, the Insured is responsible for repaying to Liberty if such expenses are not covered under the Insurance Policy. Failure by the Insured to repay such ineligible expenses to Liberty will result in the Liberty's right to suspend or terminate the Insurance Policy.
- 1.55 **Emergency Dental Treatment Following The Accident** means dental treatment given by an Orthodontic Physician in a Treating Facility within thirty (30) days from the date of an Accident which caused damage to sound natural tooth of the Insured, except the accidental damage caused while eating.
- 1.56 **Emergency Medical Evacuation** means the Medically Necessary emergency transportation and medical care to move an Insured with a Serious Medical Condition to the nearest Treating Facility where appropriate medical care and facilities are available, ALWAYS PROVIDED THAT this Emergency Medical Evacuation as decided by the attending Physician or Specialist in conjunction with Liberty's medical advisors. In addition, the Insured/legal representative of the Insured shall contact Liberty or Medical Assistance Provider to obtain advance approval for Emergency Medical Evacuation and to make the necessary transportation arrangements. This benefit is not available for the Insured aged 70 or above.
- 1.57 **Emergency Ward Treatment** mean services performed in the Treating Facility's emergency ward or emergency room for a maximum period of twenty-four (24) hours, PROVIDED ALWAYS THAT these services are determined by the attending Physician in the emergency department and such Treating Facility as Serious Medical Condition that requires an emergency treatment.
- 1.58 **Laboratory and X-Ray Services** mean laboratory testing, radiographic and nuclear medicine procedures used to diagnose and treat medical conditions. Any Laboratory and X-Ray Services must be referred by a Physician and the Treating Facility.
- 1.59 **Maternity Care** mean pre-natal, childbirth, post-natal treatment and miscarriage, or medically required abortion, or any complications arising from pregnancy for the Insured with respect to normal or caesarean delivery and the new-born care incurred in the Treating Facility.
- 1.60 **New-born Care** means general newborn care provided in the Treating Facility.

- 1.61 **Nursing at Home/Home Nursing** means the medical care services of a legitimately licensed nurse in the Insured's residence when referred by the Treating Facility for distinct medical reasons right after or to replace the Inpatient Services or Day Case Treatment.
- 1.62 **Occupation Classification** means the Insured's occupation classified into one of the following occupational classes:
- Occupation Class I** – occupations involving non-manual administration or clerical work solely in offices or similar non-hazardous places. .
- Occupation Class II** – occupations of a supervisory nature and others not in Class I whose duties may involve occasional light manual work but not using tools or machinery or exposing to any special hazard (e.g., Clerk-of-Work, Supervisor) and/or occupations that requires travel for business or professional purposes but not manual work (e.g., Salesman).
- Occupation Class III** – occupations of manual work without particularly hazardous nature but involving the use of tools or light machinery (e.g. toolmaker, delivery service).
- Occupation Class IV** – hazardous occupations, including heavy manual work involving the use of heavy tools or machinery (e.g. construction worker).
- 1.63 **Histopathology/Histology** means the test results by biopsy to ascertain the type of cancer cells and the degree of their invasion. "Biopsy" is a test done by a medical surgery to extract one (01) small specimen of the body's tissue, or the use of specialized needle to punch through the skin and suck liquid-containing cell out of a (01) tumor and send the sample to the laboratory for analysis.
- 1.64 **Invasion** means the penetration and/or active destruction of healthy tissues outside the basement membrane.
- 1.65 **Cancer** means any malignant tumor diagnosed with Histology verification, which manifests by the uncontrollable development of malignant cells and the invasion of tissues, including the hereunder listed tumors:
- (a) All prostate tumors histologically classified as T1N0M0 (TNM Classification)
  - (b) All thyroid tumors histologically classified as T1N0M0 (TNM Classification);
  - (c) All bladder tumors histologically classified as T1N0M0 (TNM Classification); and
  - (d) Chronic lymphocytic leukemia RAI of phase 1, 2, 3.
- For the purposes of this Article 1.65, the phrase "**malignant tumor**" will include limitation leukemia, lymph node cancer and sarcoma diagnosed by the Physician.

- 1.66 **Oncology Treatment** means the treatment for Cancer in a Treating Facility given to an Insured who is admitted for Inpatient Services or Day Case Treatment
- 1.67 **Organ Transplant Costs** means the medical treatment costs incurred in respect of kidney, heart, liver and bone marrow transplants up to the Benefit Plan's Sub-limit.
- 1.68 **Inpatient Services** mean any Medically Necessary treatment in the Treating Facility. The Insured is required to admit in a Treating Facility and to occupy a bed for Day-Case Treatment or to occupy a bed overnight or longer.
- 1.69 **Outpatient Services** mean any Medically Necessary treatment provided to the Insured when the Insured doesn't require Inpatient Services or Day-Patient in the Treating Facility. The Outpatient Services also cover Prescribed Drugs.
- 1.70 **Outpatient Surgery** means any Medically Necessary surgery which the Insured only stays in the Treating Facility less than twenty-four (24) consecutive hours without occupying a bed overnight.
- 1.71 **Pre & Post Hospitalisation Treatment** will be covered under Outpatient Services for a maximum period of thirty (30) days immediately prior to the Hospitalization and ninety (90) days immediately following discharge from the Hospitalization for the same medical condition per person.
- 1.72 **Psychiatric Treatment** means treatment in a psychiatric unit of a Treating Facility, PROVIDED ALWAYS THAT such treatment must be pre-authorized by Liberty.
- 1.73 **Physiotherapy** means preventive and/or treatment methods using natural or artificial physical agents, such as water, air, temperature, climate, height, electricity, X-ray, ultraviolet ray, ultrared ray, ultrasound, radioactive isotope, massaging. Treatment by Physiotherapy or Bone-setting must be recommended in writing by the attending Physician.
- If Sickness/Illness or Injury is covered in the Insurance Policy during the Insured Period, the Insured is required the treatment for Physiotherapy or Bone-setting upon written recommendation by the attending Physician.
- 1.74 **Customary and Reasonable Charges** mean the general level of charges incurred by other Treating Facilities of similar standard level in the local area where the charges are incurred when providing comparable treatments, services or supplies for a similar Injury and/or Sickness/Illness. Liberty reserves the right to determine such Customary and Reasonable Charges based on its own experience in similar cases and the quotations for equivalent services from Treating Facilities of similar standard in the same region.
- 1.75 **Repatriation** means the Medical Assistance Provider will arrange for the return, by air and/or sea transportation, of the Insured who is dying or dead in

a place outside the Home Country or Usual Country of Residence to the Home Country, the Usual Country of Residence or another country (at the choice of the legal representative of the Insured) following an Emergency Medical Evacuation where the Insured is evacuated to a place outside the Home Country or Usual Country of Residence for Inpatient Services. The Medical Assistance Provider reserves the right to decide the means or method by which such repatriation will be carried out having regarded to all the related facts and circumstances. Liberty shall pay for the Medically Necessary and unavoidably incurred expenses during the Repatriation arranged by the Medical Assistance Provider, PROVIDED ALWAYS THAT if the return of the Insured is to a country other than his/her Home Country or Usual Country of Residence, Liberty shall pay the expenses incurred during the Repatriation arranged by the Medical Assistance Provider but in no event exceeding VND100,000,000 per Insured. The Insured/The legal representative of the Insured must contact Liberty or the Medical Assistance Provider in advance for the approval and arrangement of transportation.

Unless the above mentioned benefit is applicable, the Medical Assistance Provider will (i) arrange for the return of the Insured who is dying or dead in a place outside his/her Home Country or Usual Country of Residence to his/her Home Country by air and/or sea transportation. The Medical Assistance Provider reserves the right to decide the means or method by which such repatriation will be carried out having regarded to all the related facts and circumstances; or (ii) at the choice of the legal representative of the Insured, arrange for preparing the body or mortal remains of the Insured for local burial or cremation at the place of death. Liberty shall pay for the expenses incurred during the Repatriation arranged by the Medical Assistance Provider but in no event exceeding VND200,000,000 per Insured. The Medical Assistance Provider shall be contacted in advance for the arrangement of the Medically Necessary services.

The Repatriation benefit is also subjected to the scope of coverage and exclusion specified in the service agreement between Liberty and the Medical Assistance Provider. Such coverage and exclusion have been informed by Liberty to the Policyholder and subject to any changes from time to time as informed by Liberty to the Policyholder.

This benefit is not available for the Insured aged 70 or above and Minor Child .

- 1.76 **Minor Child** means a child aged below 18 years old and unmarried.
- 1.77 **Mobility aids** mean the following items together with their accessories which are determined by the Physician as Medically Necessary and prescribed to the Insured after one surgical treatment for Accident and/or Sickness such as: crutch, cane, walker, wheelchair.

- 1.78 **Medical Appliances** means medical tools and equipment to be used as a part of the treatment process inclusive of surgery performed by a Treating Facility and/or Physician which are determined as Medically Necessary and prescribed to the Insured, including crane helmet, mist sprayer, oxygen pump and mask, hearing aids, adjustment braces, insulin pump, infusion and syringe pump, blood glucose monitor and glucose test needle, orthodontic braces and aids, voice imitating device, rubber foot with foot sole orthopedic brace, diabetes test stick, bag for containing waste discharged from an opening in the body and other medical equipment used by the Physician.
- 1.79 **Corrective Devices** means treatment supporting equipment and machines to help the Insured with his or her rehabilitation of bodily functions which are impaired by the Accident, birth defect or by other causes. Depending on each person, there are different treatment methods and different supporting equipment and machines.
- 1.80 **Other Equipment** means equipment other than Mobility Aids, Medical Appliances or Corrective Devices.
- 1.81 **Congenital Illness** means any bodily/mental illness/condition/abnormality formed in the fetus during pregnancy and/or at birth, together with bodily/mental abnormality in newborn which later develop from the factors existing at the time of birth which may be described by the Treating Facility or a state medical authority in different names such as “congenital illness, congenital malformation, abnormality of chromosome”. The confirmation of Congenital Illness must be provided by a Physician.
- 1.82 **Waiting period** means the period of consecutive days when the benefits are not payable.
- 1.83 **Age** means an age at the present time. A person’s present age is counted until that person’s next birthday. The age is determined based on one of the following documents: the notification of birth, the birth certificate, the identification card, the citizenship card, the household registration book, and the passport.
- 1.84 **Beneficiary** means the designated organizations or individuals to receive the indemnities under the Insurance Policy.
- 1.85 **Minimum Time of Hospitalization** means the period of six (6) consecutive hours from the time the Insured is admitted to a treating facility for treatment.

**Article 2. Time of the insurable liability arise**

Liberty’s liability assumes from the Effective Date as stated in the Insurance Policy and after the Policyholder has fully paid the Premium, unless Liberty and the Policyholder agree otherwise in the Insurance Policy. This insurable liability will remain effective until the end of the Insured Period, unless terminated in accordance with Article 3 of this Part I.

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### **Article 3. Termination of benefits**

- (a) The insurance under Insurance Policy shall be terminated at such time as the benefits applicable to the Insured shall have been exhausted or on the last day of the Insured Period, whichever occurs first.

In the case where, at the time of termination of the Insurance Policy, the Insured is Hospitalized for Sickness/Illness and/or Injury treatment in a continuous period of not less than eighteen (18) hours, the time of termination of the insurable liability shall be automatically extended to the time when:

- i. The Insured is discharged after having completed the medical treatment for the said Sickness/Illness and/or Injury, OR
- ii. His/her benefits for the said Sickness/Illness and/or Injury shall have been exhausted.

whichever shall occur first.

- (b) The insurance under the Insurance Policy for an Insured who is a Dependant shall automatically terminate on the earliest of the following dates:

- i. the date such Insured ceases to be eligible as a Dependant as defined in this Insurance Policy Wording;
- ii. the date of expiration for which the Premium is made in full in respect of the Dependant's insurance;
- iii. the Dependant resides in USA/Canada for a period of more than twelve (12) consecutive weeks.

In the cases of (i), (ii) above, the Policyholder shall be entitled a return of Premium with respect to that Insured, excluding the amount payable to Liberty for the period during which the Insurance Policy had been in force for such Insured, computed on the pro-rata basis for the period during which the Insurance Policy had been in force, PROVIDED ALWAYS THAT, in all cases, there is no claim from such Insured and there is no violation under the Insurance Policy at all times.

### **Article 4. Termination of Insurance Policy**

- (a) Liberty may terminate the Insurance Policy by giving a thirty (30) days's notice by registered letter to the Policyholder at his or her last known address. In such event, Liberty will return to the Policyholder the entire Premium for the remaining period of Insurance Policy.
- (b) The Policyholder may terminate the Insurance Policy by giving a written notice to Liberty. If no claim has been submitted to Liberty during the Insured Period, the Policyholder shall be entitled a return of the entire Premium for the remaining

period of the Insurance Policy, PROVIDED ALWAYS THAT, in all cases, there is no violation by the Policyholder/Insured under the Insurance Policy at that time.

- (c) The Insurance Policy shall also be terminated upon termination of benefits of all of the Insured under this Insurance Policy Wording.

### **Article 5. Co-ordination of Benefits/Other Insurance**

- (a) Co-ordination of Benefits occur when the Policyholder enters the insurance policy with two or more insurers to insure the same person, with the same terms and conditions and insured event. The total sum of indemnities of the insurers shall not exceed the actual total claim amount arisen to the Insured.
- (b) In the case of occurrence of the overlapping insurance for the Insured, the claim settlement shall be based on the following principles:
- i. For overlapping insurance conditions in the Insurance Policy of Liberty and other insurance policy(s)/certificate(s) of other insurers: Liberty shall only indemnify based on the proportion of the insured sum agreed upon and stated in the Certificate against the total insured sums of all insurance policies concluded by the Policyholder.
  - ii. For the non-overlapping insurance conditions in the Insurance Policy of Liberty and other insurance policy(s)/certificate(s) of other insurers, Liberty shall indemnify in compliance with the provisions in the Insurance Policy with the Policyholder.

### **Article 6. Governing Law**

The Insurance Policy shall be governed and interpreted in accordance with the law of Vietnam.

In the event of any dispute arises under or in connection with the Insurance Policy together with this Insurance Policy Wording, the parties shall resolve such dispute first by negotiation and amicable conciliation. If no resolution of the dispute could be reached within thirty (30) days from the date on which either party notifies the other party the dispute arisen, the parties agree to submit themselves to a competent court of the Socialist Republic of Vietnam for the resolution. The statute of limitations for bringing such legal action with respect to the Insurance Policy is three (3) years from the date on which the dispute arises.

### **Article 7. Prevailing Language**

This Insurance Policy Wording is produced and issued in Vietnamese and may be translated into foreign languages for reference. In case of discrepancy between Vietnamese version and the foreign language version, the Vietnamese version shall prevail.

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## PART II – INSURED OBJECTIVES

1. The following objectives may be the Policyholder or the Insured, as applicable on a case-by-case basis:
  - (a) The Insured are Vietnamese citizens or foreigners lawfully residing in Vietnam of the Age from 15 days to 64 years old, and up to 74 years old in the renewal Insurance Policy.
  - (b) The Insured may only be a child when he/she joins the same Insurance Policy with his/her father/mother.
2. Citizens of countries being subject to sanction in accordance with the resolution of the United Nation, the United States of America, the European Union, and the United Kingdom and persons whose Usual Country of Residence are in USA or Canada regardless of their nationality will not be insured under the Insurance Policy.
3. For the Insurance Policy:
  - (a) The maximum Age eligible for insurance application is 64 years old.
  - (b) The Policyholder and Insured of any nationality and their Dependents (not newborn) are eligible for application.
  - (c) The policy for a Dependent shall apply the same as the Insured's Benefit Plan and be subjected to Liberty's approval in advance.
  - (d) The Minor Child will not be independently insured under any Benefit Plan.
  - (e) The newborn shall be eligible for insurance fifteen (15) days after birth or fifteen (15) days after discharge from the Treating Facility where the birth takes place, whichever is the later, upon the Policyholder's submission of the Application Form, subject to satisfactory evidence of good health and acceptance by Liberty
  - (f) The coverage under the Insurance Policy only applies for those whose occupation in Occupation Class I and Occupation Class II.

The Insured is required to notify Liberty whether his or her occupation either Occupation Class III or is switched to an occupation in Occupation Class III or Occupation Class IV at any time during the Insured Period. In such event, if there is a Liberty's approval, Liberty shall insure such Insured and the Policyholder shall pay an additional Premium as agreed. The Insurance Policy shall specify the list of the Insured in Occupation Class III or Occupation Class IV.

The Insured failing to notify Liberty of the change in occupation may result in Liberty's rejection to the Insured's insurance claim, cancellation of the Insurance Policy from the time on which the Insured's occupation is switched to an occupation in Occupation Class III or Occupation Class IV, and refund the Premium for the remaining Insured Period if Liberty does not indemnify to any Insured's claim.

## PART III – SCOPE OF INSURANCE

### Article 1. Insurance Benefits

The categories of insurance benefits shall include:

- a. Inpatient Services are the basic insurance benefit and always applicable for the Insured under the Insurance Policy.
- b. Optional benefits include:
  - i. Outpatient Services, which are applicable when taken with the Inpatient Services;
  - ii. Dental Care, which is applicable when taken with the Outpatient Services;
  - iii. Maternity Care, which is applicable when taken with the Inpatient Services.

All benefits shall only be applicable within the territorial scope specified in the Policy Schedule.

#### 1.1. Basic principles of indemnity payment to the Insured

Depending on the terms and conditions in this Insurance Policy, Liberty shall pay for the expenses incurred to the Insured if such expenses concurrently fulfill the following conditions:

- i. are directly related to Sickness/Illness, Injury, Dental Care and/or Maternity Care (if applicable) under the Insured's coverage of insurance; AND
- ii. incurred during the Insured Period for the benefits prescribed in the Insurance Policy; AND
- iii. are proofed with valid invoices and supporting documents in compliance with the law of the country where the treatment is provided; AND
- iv. shall be the Customary and Reasonable Charges in the country where the treatment is provided; AND
- v. shall not exceed the Limits of Liability and the relevant Sub-limits (if any) detailed in the Insurance Policy.

The principles mentioned above shall apply to all and any Liberty's payments of the insurance benefits, including the benefits listed in Article 1.2 below of this Part III and other benefits as provided in the Insurance Policy (if any).

#### 1.2. Specific conditions applicable to the insurance benefits

In addition to applying following basic principles prescribed in Article 1.1. of this Part III, the insurance benefits listed below shall only be applicable at the time and after all the following conditions are satisfied:

NO.	INSURANCE BENEFITS	APPLICATION TIME AND CONDITION
<b>1</b>	<b>INPATIENT SERVICES BENEFITS</b>	
1.1	Hospital services	Liberty will pay for this benefit when the Insured is admitted to a Treating Facility for Inpatient Services or Day-Patient.
1.1.1	Room & Board – per day	Liberty will pay for this benefit when the Insured is admitted to a Treating Facility for Inpatient Services Under any circumstances, whether the actual room class of the Insured’s hospital accommodation is higher than the Standard Private Room, Liberty will only pay up to the actual charge for the Standard Private Room of the Treating Facility where the Insured undergoes treatment.
1.1.2	Intensive care unit – per day	Liberty will pay for this benefit when the Insured is admitted to a Treating Facility and has to pay for the cost of intensive care unit for Inpatient Services in the event of Emergency, Sickness/Illness, or Injury
1.1.3	Companion Bed – per day	Liberty will pay for this benefit when the Insured is a Minor Child and is admitted for Inpatient Services in a Treating Facility. The Liberty’s insurance liability shall be limited within a maximum period of ten (10) days during one (1) Policy Year.
1.1.4	Surgeon’s fees	Liberty will pay for this benefit when the hospitalized Insured undergoes a surgery in a Treating Facility.
1.1.5	Anesthesiologist’s fees	Liberty will pay for this benefit when the hospitalized Insured undergoes a surgery in a Treating Facility.
1.1.6	Other hospital charges	Apart from all the insurance benefits set forth in Point 1.1. (Hospital services), Point 1.1.1 (Room and board – per day), Point 1.1.2 (Intensive Care Unit – per day), Point 1.1.3 (Companion Bed – per day), Point 1.1.4 (Surgeon’s fees), and Point 1.1.5 (Anesthesiologist’s fees) as mentioned above, Liberty will pay other hospital charges when the Insured is admitted to a Treating Facility for Inpatient Services or Day Case Treatment

1.2	Oncology Treatment	Liberty will pay for this benefit provided that the Waiting Period of the Oncology Treatment for each Benefit Plan in compliance with Article 5 of Part III
1.3	Day Case Treatment	Liberty will pay for this benefit when each Hospitalization fulfills the Minimum Time of Hospitalization, unless the Minimum Time of Hospitalization is not required if such Hospitalization involves a surgery, emergency medical treatment due to the Accident, or Sickness/Illness. If the Insured undergoes the surgery or Hospitalization in a Treating Facility due to the Accident, or Sickness/Illness in less than twenty-four (24) consecutive hours, Liberty will reimburse the Customary and Reasonable Charges paid by the Insured to such Treating Facility, and that would depend on the relevant Limits of Liability stated in the Insurance Policy.
1.4	Ambulance services	Liberty will pay for this benefit under the circumstances of the Medically Necessary or emergency road ambulance transportation services to and from the Treating Facility.
1.5	Organ Transplant in respect of kidney, heart, liver and bone marrow	Liberty will pay for this benefit in accordance with Article 1.1 of Part III.
1.6	Pre & Post Hospitalization Treatment	Liberty will pay for this benefit when an Insured undergoes Inpatient Services or surgery.
1.6.1	Pre-Hospitalization Treatment	Liberty’s Limits of Liability shall be in the maximum period of thirty (30) consecutive days immediately preceding the Hospitalization in one (1) Policy Year.
1.6.2	Post-Hospitalization Treatment	The Liberty’s Limits of Liability shall be in the maximum period of ninety (90) consecutive days immediately after the Hospitalization in one (1) Policy Year.
1.7	Emergency Ward Treatment	Liberty will pay for this benefit when the Insured undergoes the Emergency Ward Treatment.

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1.8	Home Nursing	Liberty's Limits of Liability shall be in the maximum period of one hundred and eighty-two (182) days in one (1) Policy Year for each Insured.
1.9	Public Hospital Cash – per day	Liberty will pay for this benefit when the Insured is admitted to a Public Treating Facility in Vietnam for Inpatient Services. Liberty's Limits of Liability shall be thirty (30) days in one (1) Policy Year for each Insured.
1.10	Emergency Dental Treatment Following The Accident	Liberty will pay for this benefit after an Accident occurs to the Insured.
1.11	Emergency Medical Evacuation/Repatriation	Liberty will pay for this benefit in accordance with Article 1.1 of Part III
1.12	Repatriation of mortal remain	Liberty will pay for this benefit in accordance with Article 1.1 of Part III
1.13	Final Tribute Cost	In the case of the Insured's death due to Accident, Sickness/Illness or Injury in a Treating Facility, Liberty will pay the funeral cost to the lawful representative or heir of the Insured.
1.14	Medical/legal assistance and information	Liberty will provide this benefit to the Insured 24/7.
<b>2</b>	<b>OPTIONAL BENEFITS</b>	
2.1	Outpatient Services	
a	General Outpatient Services	Liberty will pay for this benefit if the Insured receives checkup and Outpatient Services provided by a General Physician.
b	Specialist Outpatient Services	Liberty will pay for this benefit if the Insured receives checkup and Outpatient Services provided by an outpatient Specialist.
c	Laboratory and X-Ray Services	Liberty will pay for this benefit in accordance with Article 1.1 of Part III.

d	Prescribed Drugs	Liberty will pay for this benefit in accordance with Article 1.1 of Part III.
e	Chinese Medicine, Bone-setting and Acupuncture treatment	Liberty's Limits of Liability shall be ten (10) visits in one (1) Policy Year for each Insured.
f	Physiotherapy and Chiropractic Treatment (referred by a Physician)	Liberty's Limits of Liability shall be fifteen (15) visits and limit the cost per visit in one (1) Policy Year for each Insured.
g	Annual Medical Check-up/ medical exams for work permit	Liberty will pay for this benefit in accordance with Article 1.1 of Part III.
h	Vaccination	Liberty will pay for this benefit including the Physician's costs of examination and advice, the vaccination cost and the costs directly incurred from such injection or oral vaccine.
i	Vision care	Liberty's Limits of Liability shall include one (1) eye examination and cost for one (01) glass frame or one (1) contact lenses in one (1) Policy Year for each Insured.
2.2	Dental Care	Twenty percent (20%) Co-payment shall be applied to each dental treatment. Liberty will pay for this benefit not exceeding the Sub-limit in the Dental Care benefits stipulated in the Insurance Policy, including: <ul style="list-style-type: none"> <li>- Routine Dental Examination once (1) in one (1) Policy Year for each Insured;</li> <li>- Basic Dental Service; and</li> <li>- Major Dental Treatment.</li> </ul> These services shall be performed by a specialized Orthodontic Physician of an authorized Treating Facility who is licensed by relevant licensing authority in the country where such Dental Care is provided. Material used for filling/crowns/dentures shall be limited to amalgam and porcelain and does not include precious metal.

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2.3	Maternity	<p>If this benefit is included in the Insurance Policy, except that it is a premature termination of pregnancy due to miscarriage or medical abortion, the Waiting Period and the payment limit for this benefit shall be:</p>						
		<table border="1"> <tr> <td data-bbox="471 266 744 429">Time of first effective date of the Insured's Maternity benefit</td> <td data-bbox="744 266 995 429">Payable limit (% Limits of Liability of the Maternity benefit as set forth in the Insurance Policy)</td> </tr> <tr> <td data-bbox="471 429 744 505">After twelve (12) consecutive months</td> <td data-bbox="744 429 995 505">50%</td> </tr> <tr> <td data-bbox="471 505 744 580">After twenty-four (24) consecutive months</td> <td data-bbox="744 505 995 580">100%</td> </tr> </table>	Time of first effective date of the Insured's Maternity benefit	Payable limit (% Limits of Liability of the Maternity benefit as set forth in the Insurance Policy)	After twelve (12) consecutive months	50%	After twenty-four (24) consecutive months	100%
Time of first effective date of the Insured's Maternity benefit	Payable limit (% Limits of Liability of the Maternity benefit as set forth in the Insurance Policy)							
After twelve (12) consecutive months	50%							
After twenty-four (24) consecutive months	100%							
		<p>In all cases, the pregnancy's conception date of the Insured as confirmed by a Physician shall be after the period of twelve (12) consecutive months from the first effective date of such Insured's Maternity benefits. The Maternity Care benefits shall include the New-born Care benefit. Liberty's Limits of Liability for New-born Care benefit shall be in the maximum of five (5) days from the birth of the baby or if there is an acute medical condition and any costs related to symptoms at birth or the manifestation of illness, the Inpatient Services are extended for up to thirty (30) days from the baby's date of birth.</p>						

**Article 2. Territorial Scope**

The coverage of insurance is subject to the geographical area listed on the Policy Schedule and for which Premium for respective zone has been paid, which includes the following two (2) areas:

- 2.1. Zone 0: Vietnam.
- 2.2. Zone 5: Vietnam, Thailand, Malaysia, Indonesia, Philippines, Laos, Cambodia, Myanmar, Brunei, and Timor Leste.

**Article 3. Representative/Inheritance**

The lawful representative or heir of an Insured shall have the right to act for that Insured if the Insured is civilly incapacitated or deceased.

Insurance benefits will be paid by Liberty to the Insured or his/her lawful representative or heir (if applicable) or to the Treating Facility in the Direct Billing Network (if applicable).

**Article 4. Return to Home Country/Change Usual Country of Residence**

For the American and Canadian citizens returning to their Home Country and for citizens of other countries intending to reside in USA/Canada for more than twelve (12) weeks, the Benefit Plan shall terminate automatically. The Insured shall notify Liberty of the date when the person returns to the Home Country or the changes the Usual Country of Residence to USA/Canada within thirty (30) days from the date of return/change. The paid Premium shall be refunded in accordance with the clause of Insurance Policy Termination as stated in Article 4 of Part I of this Insurance Policy Wording.

For changes of the Usual Country of Residence excluding the United States of America or Canada during a Policy Year, Liberty shall assess the coverage on the basis of the Customary and Reasonable Charges in such country or reimburse the Premium in accordance with the clause of Termination of Insurance Policy as stated in Article 4 of Part I of this Insurance Policy Wording. For the purpose of this clause, **"change of the Usual Country of Residence"** means the Insured no longer reside in his/her Usual Country of Residence as declared in the Application Form, or intend to move to another country in more than twelve (12) weeks.

**Article 5. Waiting Periods**

For the Insurance Policy of **only one (1) Insured**, the following provisions regarding the Waiting Periods apply to **all Benefit Plans**:

- A waiting period of thirty (30) days commences from the Effective Date and applies to all treatments (excluding treatment for Accident); AND
- A waiting period of three hundred and sixty-five (365) days commences from the Effective Date to the first symptom onset as certified by the Physician and the Treating Facility, in rendering such treatment to the Insured, and applies to all types of Cancer, musculoskeletal disease and cardiovascular disorders.

For the Insurance Policy with **two (2) or more** Insured persons, the following provisions regarding the Waiting Periods apply to **the Bronze and the Silver Benefit Plan**:

- A waiting period of thirty (30) days commences from the Effective Date and applies to all treatments (excluding Accident treatment); AND
- A waiting period of three hundred and sixty-five (365) days commences from the Effective Date to the first symptom onset as certified by the Physician and the Treating Facility, in rendering such treatment to the Insured, and applies to all types of Cancer, musculoskeletal disease and cardiovascular disorders.

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For the Insurance Policy with **two (2) or more Insured persons**, the following provisions regarding the Waiting Periods apply **to the Gold, Platinum, and Diamond Benefit Plan**:

- A waiting period of thirty (30) days commences from the Effective Date and applies to all treatments (excluding Accident treatment).
- A waiting period of ninety (90) days commences from the Effective day to the first symptom onset as confirmed by the Physician and the Treating Facility, in rendering such treatment to the Insured, and applies to all types of Cancer. Liberty shall pay the medical expenses as follows:

Time of first showing of the symptom(s) (From the Effective Date of the Insured's original Insurance Policy)	Rate of compensation (% of the total medical expenses)
After 90 consecutive days	70%
After 180 consecutive days	100%

#### Article 6. Co-payment

- 6.1 Co-payment applies to the treatment within the territorial scope of Vietnam
- i. For the Insurance Policy with **only one (1) Insured**, the following provisions regarding the Co-payment apply **to the Bronze and the Silver Benefit Plan**: Twenty percent (20%) Co-payment applies to all treatments in any Treating Facility.
  - ii. For the Insurance Policy with **only one (1) Insured**, the following provisions regarding the Co-payment apply **to the Gold, Platinum, and Diamond Benefit Plan**: Twenty percent (20%) Co-payment applies to all treatments in FV Hospital, Family Medical Practice, Raffles Medical, Vinmec International General Hospital, Hanoi French Hospital.
  - iii. For the Insurance Policy with **two (2) or more Insured persons**, the following provisions regarding the Co-payment apply **to the Bronze and Silver Benefit Plan**:
    - For all Insured's Age from fifteen (15) Days Old to two (2) Years Old: Forty percent (40%) Co-payment applies to all treatments in any Treating Facility.
    - For other Insured persons: Twenty percent (20%) Co-payment applies to all treatments in any Treating Facility.
  - iv. For the Insurance Policy with **two (2) or more Insured persons**, the following provisions regarding the Co-payment apply **to the Gold, Platinum, and Diamond**:
    - For all Insured's Age from fifteen (15) Days Old to two (2) Years Old: Twenty percent (20%) Co-payment applies to all treatments in any Treating Facility.

- For other Insured persons: Twenty percent (20%) Co-payment applies to all treatments in FV Hospital, Family Medical Practice, Raffles Medical, Vinmec International General Hospital, Hanoi French Hospital.

- 6.2 Co-payment applies to the treatment outside the territorial scope of Vietnam  
Twenty percent (20%) Co-payment applies to all treatments outside the territorial scope of Vietnam

## PART IV - EXCLUSIONS

### Article 1. Exclusion clause

The following treatments, conditions, activities, items and their related expenses are excluded from the insurance and Liberty shall not be liable for:

- (1) Treatments of mental illness, behavioural disorders, psychiatric disorders including depression, eating disorders, sleeping disorders or any neuroses and their physiological or psychosomatic manifestations except pre-authorized Hospitalization treatment and other mental illnesses;
- (2) Tests and treatments relating to birth defects and Congenital Illnesses. Birth defects are deemed to include hereditary conditions and foetal surgery when still being in the womb, treatment for learning problems or speech defects of a dependent child;
- (3) Tests and treatments relating to infertility, contraception, sterilization, inducing pregnancy or any abortion and other treatments of such consequences of treatments;
- (4) Tests and treatments not undertaken by or on the recommendation of an authorized Treating Facility or treatment considered by an independent specialized Physician engaged by Liberty for professional advices as not Medically Necessary;
- (5) Routine eye and ear examinations, including the cost of spectacles, contact lenses, correction of eye visions or eye refraction, including myopia, hyperopia, and presbyopia, unless otherwise explicitly provided and endorsed in the Benefit Plan;
- (6) Treatments arising out of addictive conditions/disorders such as abuse of drug or alcohol;
- (7) Treatments for the Insured's self-inflicted Injury or suicide;
- (8) Tests and medical expenses not incident to treatment or diagnosis of a covered Sickness/Illness or Injury or any treatment which is not Medically Necessary according to professional advice of an independent special Physician engaged by Liberty for such advice;
- (9) Treatments by the Policyholder/Insured or a family member of the Policyholder/Insured as Physician working in the Treating Facility where such

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- treatment being carried out treating themselves or the Dependents of such Policyholder/Insured;
- (10) Cosmetic surgery or plastic surgery for purposes of beautification. Treatment related to or arising from the removal of fat or surplus issue or for weight reduction or other treatment undergone for cosmetic or psychological reasons, including treatment for hair loss, freckle, or baldness;
  - (11) Hospitalization for diagnosis, Laboratory and X-Ray Services or Physiotherapy, unless recommended by a legally qualified attending Physician or Surgeon;
  - (12) Tests, examinations and treatments for sexually transmitted diseases and treatment for impotence or any related disease;
  - (13) Expenses for acquisition of the human body organs and receipt of internal organs and/or all expenses incurred by the donor;
  - (14) Tests and treatments for Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex Syndrome (ARCS) and all diseases caused by and/or related to the virus HIV positive;
  - (15) Pre-existing Conditions or any related, associated or consequential Bodily Injury;
  - (16) Charges exceeding the Customary and Reasonable Charges;
  - (17) All transportation costs incurred for trips specifically made for the purpose of obtaining medical treatment, if not part of an Emergency Medical Evacuation and except as defined under Local Ambulance Services;
  - (18) Experimental and yet to be scientifically proven medical treatments;
  - (19) Examinations and treatments for injuries or chronic diseases while participating in (including any practice or conditioning program for) contest or competition including the following activities:
    - (a) Racing of any form including auto or car racing, professional sport, contact sport, motorcycle racing, powerboat racing, and dressage competition;
    - (b) skydiving, parasailing, hang-gliding, flying (other than as a fare-paying passenger on a duly licensed commercial aircraft);
    - (c) caving, rock or mountain climbing (with or without the use of ropes or other equipment);
    - (d) bungee jumping;
    - (e) scuba diving;
    - (f) polo, steeple chasing;
    - (g) martial arts;
    - (h) hot-ballooning;
    - (i) any organized sports undertaken on a sponsored basis, and/or
    - (j) any other hazardous activity, including deliberate exposure to exceptional danger (except in an effort to save human life);

- (20) Examinations and treatments for sleeping disorders related to breathing, including snoring, fatigue, jet lag, sonasthenia or work-related stress or any other related conditions;
- (21) Dietary supplements and substances which are available naturally and that can be purchased without prescription, including vitamins, minerals, supplements, food for medical purposes;
- (22) Non-medical services, including the issue of medical certificate and attestation and medical examination so as to suitability for travel;
- (23) Treatment for Sickness/Illness or Injury resulting from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or assuming the proportions of or amounting to an uprising, military or usurped power;
- (24) Treatment for Sickness/Illness or Injury resulting from a Terrorist Act;
- (25) Exposure to nuclear energy, ionizing radiation or radioactive contamination of any kind;
- (26) Medical expenses related to examination and/or treatment for Sickness/Illness, or Injury directly resulting from conduct of and/or participation in illegal act(s) (including the actions, as stated in law, with resultant imprisonment to persons who commits such actions), acts prohibited by law or incompliance with other statutory obligations, such as burglary, robbery, failure to obey an order given by an officer of the law, drug abuse, use of explosives or incendiary devices (unless legally permitted), assault and battery;
- (27) Stem cell therapy, except for bone marrow transplant;
- (28) All Emergency Medical Evacuation/Repatriation or Repatriation of a deceased body not approved in advance by Liberty or its Medical Assistance Provider;
- (29) Any other exclusion on Medical Evacuation/Repatriation or Repatriation of Mortal Remains specifically stated in the service agreement between the Medical Assistance Provider and Liberty, where these scopes of service and exclusion clauses have been notified by Liberty to the Policyholder; and/or
- (30) Prostheses, Corrective Devices, Medical Appliances, as well as medical expenses outside the body that is not covered (including artificial heart implantation, mono or bi-ventricular assisting device(s)), except standard surgical implant, charges for procurement or use of special braces, appliances, wheel chairs, crutches or Other Equipment.

## Article 2. Sanction Exclusion

Liberty shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, the United Kingdom or the United States of America.

## PPART V – RIGHTS AND OBLIGATIONS OF THE INSURED AND THE POLICYHOLDER

### Article 1. Rights of the Insured and the Policyholder

The Insured and/or the Policyholder shall have rights:

- a. To choose the Benefit Plan which are considered suitable;
- b. To request Liberty to explain the insurance conditions and terms; to issue the Policy Schedule/Certificate;
- c. To unilaterally cancel the Insurance Policy or unilaterally terminate the Insurance Policy in cases in accordance with this Insurance Policy Wording and the law of Vietnam;
- d. To request Liberty to pay the insurance to the Beneficiary or indemnify to the Insured as agreed upon in the Insurance Policy when the Insured Event occurs;
- e. To transfer the Insurance Policy as agreed upon in the Insurance Policy or in accordance with law; and
- f. Other rights in accordance with law.

### Article 2. Obligations of the Insured and/or the Policyholder

The Policyholder and/or the Insured shall have obligations (if the Insured is a Minor Child, the Insured's father/mother/lawful guardian shall have obligations:

- a. To duly pay the Premium in full, within the timeframe and by agreed methods in the Insurance Policy;
- b. To declare fully and truthfully all details related to the Insurance Policy in the Application Form and provide Liberty with other relevant information together with the Application Form and at the same time be responsible for the accuracy and truthfulness of such information. In case the Policyholder and/or the Insured fails to declare fully and truthfully any information as requested to declare in the Application Form and/or the claim form for which if the Policyholder and/or the Insured declared fully and truthfully such information, Liberty would not agree to provide coverage for the Insured, Liberty has the right to refuse to pay the insurance benefits pursuant to the Insurance Policy.
- c. To notify changes in which can increase the risk or further arise Liberty's liabilities in the fulfillment of obligations of the Insurance Policy as provided in this Insurance Policy Wording;
- d. To fulfill obligations arising from the claim submission when the Insured Event occurs in accordance with Part VII of this Insurance Policy Wording and at the same time to coordinate and assist Liberty in investigating the cause.
- e. To take precautionary measures and risk minimization measures to prevent the occurrence of the Insured Events, and to comply with the requirements and obligations as stated by law.

- f. When the Insured Event occurs, the Insured or the Insured's lawful representative, in the earliest time, has obligations:
  - i. To submit to Liberty the Claim Form as set forth by Liberty, which has fully, accurately and truthfully completed; and
  - ii. At the expense of the Insured, to provide to Liberty with information as requested by Liberty (which can include receipts, certificates, or evidences in writing or photos as requested by Liberty for any claim complaint);
- g. To notify Liberty regarding the Elective Treatment, including the event such Elective Treatment is provided in a country other than the Usual Country of Residence, and to submit attached hereto a detailed price list at least five (5) working days prior to treatment for Liberty to review and consider for approval of such Elective Treatment; and
- h. Other obligations in accordance with law.

## PART VI – RIGHTS AND OBLIGATIONS OF LIBERTY

### Article 1. Rights of Liberty

Liberty shall have rights:

- a. To collect the Premium as agreed upon the Insurance Policy;
- b. To request the Policyholder to provide complete, true and accurate information as provided in Article 2(b) of Part V of this Insurance Policy Wording;
- c. To unilaterally suspend the fulfillment of obligations arising from the Insurance Policy or unilaterally terminate the Insurance Policy under circumstances in accordance with this Insurance Policy Wording and the law of Vietnam;
- d. To decline to pay the insurance benefit to the Beneficiary or to decline to indemnify to the Insured for cases outside of insurance liability or cases of exclusion of insurance liability as agreed in this Insurance Policy Wording;
- e. To request the Policyholder to take precautionary measures and risk minimization measures in accordance with Article 2(e) of Part V of this Insurance Policy Wording;
- f. If the Policyholder and/or the Insured fails to provide or provide incomplete and untrue information as required in Article 2(b) of Part V of this Insurance Policy Wording, Liberty has rights:
  - i. To deny part of the claim that the Insured submitted to Liberty; OR
  - ii. To deny wholly the claim that the Insured submitted to Liberty; OR
  - iii. To cancel the Insurance Policy of the Insured from the Effective Date of the Insurance Policy and Liberty will refund the Premium paid for the Insured upon deduction of the remaining Premium which is calculated on pro rata basis equivalent to the number of days the Insurance Policy has been in effect.



- g. If the age or date of birth or other relevant facts relating to an Insured shall be found to have been misstated, and if such misstatement affects the scale of benefits, or if such information is accurately declared, Liberty would not agree to insure such Insured, then:
  - i. True Age and information of the Insured will be used by Liberty in determining whether such insurance benefits are secured under the terms of the Insurance Policy, in what amount, and an equitable adjustment of Premium shall be made; OR
  - ii. Liberty has right to unilaterally terminate the Insurance Policy and refund the Premium in accordance with Article 4(a) of Part I of this Insurance Policy Wording.
- h. To deny paying benefits in accordance with the Insurance Policy for the Elective Treatment not approved in writing by Liberty;
- i. Upon Insured's claim submission, request the Insured to conduct a medical examination, test and/or other medical evaluation by sending to the Insured a notification of such request and at the expense of Liberty;
- j. To require an autopsy in the case of death of the Insured, where this is not forbidden by law or religious belief;
- k. To recalculate the Premium for the remaining period of the Insured Period in the event of any change in circumstances affecting factors used as basis for Premium calculation, thus resulting in the increase in the insured risks. In case the Policyholder does not agree with the increased Premium, Liberty has the right to unilaterally cancel the Insurance Policy;
- l. To review and consider for approval for the Elective Treatment after receiving the notice of the Insured in accordance with Article 2(g) of Part V of this Insurance Policy Wording; and
- m. Other rights in accordance with this Insurance Policy Wording and law.

**Article 2. Obligations of Liberty**

Liberty has obligations:

- a. To explain to the Policyholder about insurance terms and conditions; the rights and obligations of the Policyholder;
- b. To issue the Certificate for the Policyholder immediately after entering into the Insurance Policy;
- c. To duly pay the insurance benefit to the Beneficiary or indemnify to the Insured when the Insured Event occurs;
- d. To explain in writing the reasons for declining to pay the insurance or the indemnity;
- e. To coordinate with the Policyholder in settling the third party's claim for damage under the insurance liability when the Insured Event occurs;

- f. In case of death of the Insured, Liberty shall make indemnity payment to the lawful representative of the Insured as assigned in the Application Form. The receipt signed by such legal representative shall be proof of the fulfillment of Liberty's liability; and
- g. Other obligations in accordance with this Insurance Policy Wording and law.

**PART VII - CLAIMS PROCEDURE**

**Article 1. Time limit for claiming indemnity**

In all cases, the time limit for claiming indemnity shall be one (1) year from the date the Insured Event occurs ("**Time Limit for Claiming Indemnity**"). The time when a force majeure event or other objective hindrance shall be excluded from the Time Limit for Claiming Indemnity.

**Article 2. Form of insurance indemnity payment**

The Insured has the right freely to choose the form of insurance indemnity payments by either of the following options:

**1. Option 1 – Self-Paid**

- (a) If the Insured choose the self-paid option, the Insured shall notify Liberty in writing of the Insured Event within ninety (90) days from the first day of treatment as a result of the Insured Event or, in the case of Maternity Care, the date of delivery for which the claim is made, unless otherwise agreed by Liberty.
- (b) The Insured shall provide Liberty with a claim dossier comprising:
  - The Claim Form fully completed and signed by the Insured or his or her lawful representative;
  - The original copy of the medical record;
  - The medical reports (if any);
  - The test results;
  - The prescription; and
  - Invoices and receipts.

Liberty may request the Insured to provide the original copies of the above documents in the claim dossier for the review and handling of the claim.

The claim dossier must be fully submitted to Liberty within the time limit as mentioned above.

- (c) Any claim made by an Insured for the incurred actual expenses shall be reimbursed in Vietnam Dong subject to the prevailing regulations of the Vietnamese Government on foreign exchange control at the time the expenses are incurred.

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**2. Option 2 – Direct Billing Network**

- (a) The Insured may use the Direct Billing Network for Inpatient Services or Outpatient Services in a Treating Facility participating in such Direct Billing Network.
- (b) For Elective Treatment in a Treating Facility, the Insured has to follow the requirements in Article 2(g), Part V of this Insurance Policy Wording. Liberty will issue a Guarantee of Payment Letter if the Sickness/Illness and/or Injury is covered by the Insurance Policy.
- (c) The Insured is required to present his/her Certificate together with other identity document for verification.
- (d) In all cases, the pre-authorized payment and/or payment made by Liberty for a claim which is not covered under the Insurance Policy or when the Limits of Liability is exceeded, the Insured and/or the Policyholder will be responsible for repayment to Liberty the costs of the ineligible treatment within thirty-one (31) days from the date Liberty issues the repayment notice.