# TERMS AND CONDITIONS ACCIDENTAL INDEMNITY RIDER

(In accordance with the Approval Document ref. 9942 TC/TCNH dated 19<sup>th</sup> Oct 2001 and Amendment ref. 348 TC/TCNH dated 18<sup>th</sup> Jan 2002, Amendment ref. 13653TC/TCNH dated 13<sup>th</sup> Dec 2002, Amendment ref. 2857/TC/BH dated 11<sup>th</sup> Mar 2005 and Amendment ref. 8849/BTC-QLBH dated 07<sup>th</sup> Jul 2010 issued by the Ministry of Finance)

These terms and conditions are the additional contents of agreement between the Company and the Policyholder when the Policyholder requests to attach this Accidental Indemnity rider (Rider) to the basic Policy and pays additional premium and that request is accepted by the Company.

### CHAPTER 1 GENERAL PROVISIONS

All the terminologies being used in this Terms and Conditions are understood same as those which are being defined in the basic policy.

Terms and Conditions of the basic policy will be applied to the Rider. Where there is any contradiction or discrepancy between the terms and conditions of the Rider and the terms and conditions of the basic Policy, the former shall prevail.

This rider is a non-participating product and has no surrender value.

#### Article 1: Definitions

- 1.1 Accident: means an event or an uninterrupted sequence of events caused by the sudden impact of an external force or object to the body of the Life Assured beyond the intention and desire of the Life Assured, causing death or injury to the Life Assured. The event or the uninterrupted sequence of events above must be the sole and direct reason and not related to any other reasons that caused disability and/or death to the Life Assured within 90 (ninety) days from the date of accident.
- 1.2 Loss of sight: means total and irreversible loss of sight in one or two eyes.
- 1.3 Loss of limb: means either the amputation of a leg above the ankle joint or the amputation of an arm above the wrist joint.
- 1.4 Paralysis of limb: means the complete and permanent loss of use of an arm or a leg through paralysis caused by illness or injury caused by Accident.
- 1.5 Loss of hearing: means total and irreversible loss of hearing.
- 1.6 Loss of thumb: means completely cutting of thumb from the phalangeal joint or further than the phalangeal joint.
- 1.7 Third degree burns: means full thickness burns of the body.

#### Article 2: Age at entry and Term of the Rider

- 2.1 Age at entry of the Life Assured is from 30 days to 64 years old. Subject to article 2.2, the Rider will be terminated at the policy anniversary right after the Life Assured attains age 65.
- 2.2 Term of the Rider is one year and subject to the renewal provision as per stipulation in article 8. Term of the Rider cannot exceed the term of the basic policy, and will be stated in the Endorsement or any Supplementary/Amendment if the Rider is attached after the policy effective date.

### **Article 3: Change in Occupation**

3.1 Occupational class

Premium of this Rider is determined basing on occupation of the Life Assured. The Company identifies each job in each class basing on the hazardous level of such job. In order to classify the occupation, the Company uses the following guidelines:

- Class 1: Office jobs such as lawyer, office management, office staff.
- Class 2: Less hazardous jobs such as outdoor jobs, i.e. postman, sales person.
- Class 3: Skill or semi-skill jobs including personnels who are using light machinery, i.e. security man, cooker, baker.
- Class 4: Personnels who are using heavy machinery or required no skill, i.e. factory worker, electric worker.
- 3.2 Change in Occupation

If the Life Assured changes in his/her occupation, the Policyholder must inform the Company within 30 days from the change; otherwise, the Company will not pay insurance benefit when there is an insurable event. The Company will consider continuing the rider either with new premium or remains unchanged within 30 days from the date the Company received adequate documents relating this change.

#### Article 4: Effective date of the Rider

- 4.1 If the application of this Rider is accepted by the Company, the effective date of this Rider is the date the Policyholder fills in the application form and pays the initial rider's premium in full.
- 4.2 If the application of this Rider is not accepted by the Company, the initial rider's premium will be returned to the Policyholder without any interest.
- 4.3 The rider will be terminated upon one of the following situations:
  - The Policyholder doesn't pay premium of basic policy or this rider at end of grace period; or
  - The basic policy is terminated/matured, cancelled or void; or
  - Term of this Rider is ended, subject to the renewal provision as per stipulation in article 8; or
  - The basic policy is turned into paid-up; or
  - At the anniversary date right after the Life Assured attains age 65; or
  - The Life Assured dies; or
  - Total payment amount of the injuries following the Benefit Schedule as per stipulation in article 5.1 and/or 5.2 is equivalent to 100% Sum assured of this Rider; or
  - The Policyholder requests to cancel the Rider.

### CHAPTER 2 INSURANCE BENEFITS

#### **Article 5: Insurance benefit**

During the time the Rider is in force and before the maturity date of this Rider, if the Life Assured dies or is injured due to Accident, the Company will pay a percentage of the Sum Assured of this Rider as per stated in the Endorsement (or the Supplementary/Amendment being attached after the policy effective date) basing on the following Benefit schedule.

# THE BENEFIT SCHEDULE

The following insurance benefit is the percentage of the Rider's Sum Assured.

#### 5.1 Death, disabilities or burns due to Accident

% Sum Assured

| Death  | 100% |
|--|------|
| Loss or Paralysis of two limbs                             | 100% |
| Loss or Paralysis of one limb and loss of sight in one eye | 100% |
| Loss or Paralysis of one limb                              | 50%  |
| Loss of sight in both eyes                                 | 100% |
| Loss of sight in one eye                                   | 30%  |
| Loss of two thumbs   | 25%  |
| Loss of hearing in both ears                               | 50%  |
| Third degree burns:  |      |
| At least 20% total surface of the body skin                | 100% |
| At least 10% total surface of the body skin                | 10%  |

### 5.2 Partial disabilities due to Accident

% Sum Assured

| Chest   | 1. Pneumothorax due to external injury                          | 2%   |
|---------|---|------|
|         | 2. Haemothorax due to external injury                           | 4%   |
| Abdomen | 3. Spleen – rupture of spleen                                   | 3%   |
|         | 4. Liver – rupture of liver                                     | 3%   |
|         | 5. Stomach and intestine – rupture of either the stomach or     | 6%   |
|         | small intestine or large intestine                              |      |
|         | 6. Pancreas – rupture of pancreas                               | 10%  |
| Urinary | 7. Kidney injury involving one or more of the following         | 2%   |
| system  | reasons:  |      |
|         | - Kidney cortex tear  |      |
|         | - Generalized kidney tear                                       |      |
|         | - All kidney layers tear  |      |
|         | - Pelvo ureteric junction tear                                  |      |
|         | - Injury leading to renal artery obstruction                    |      |
|         | 8. Total tear or transection of the Urethra                     | 3%   |
|         | 9. Tear of the full thickness of the Bladder wall               | 3%   |
|         | 10. Total tear of a Ureter                                      | 6%   |
| Broken  | 11. Hand  |      |
| born    | - Fracture of one or more carpal or metacarpal bone             | 2%   |
|         | - Loss or fracture of one or many phalanx of finger             | 1%   |
|         | 12. Rib – fracture of one or more ribs                          | 2%   |
|         | 13. Pelvis fracture of the body of one or more of the pelvic    | 3%   |
|         | bones, excluding the sacrum                                     |      |
|         | 14. Knee joint tear of the medial or lateral meniscus requiring | 2%   |
|         | surgical repair   |      |
|         | 15. Foot  |      |
|         | - Fracture of one or more metatarsal                            | 2%   |
|         | - Loss or fracture of one or many phalanx of toe                | 1%   |
|         | 16. Patella – Fracture of one or both patella                   | 2.5% |

|            | 17. Upper limb injury involving a fracture of one or more of the | 3%  |
|------------|--|-----|
|            | following bones:   | 0,0 |
|            | - Clavicle   |     |
|            | - Humerus  |     |
|            | - Ulna   |     |
|            | - Radius   |     |
|            | - Scapula  |     |
|            | 18. Fibula and Tibia – fracture of the shaft of fibula or tibia  | 3%  |
|            | 19. Ankle and heel fracture of one or more of the following:     | 3%  |
|            | - The medial or lateral malleolus of the ankle                   |     |
|            | - Talus  |     |
|            | - Calacaneum   |     |
|            | 20. Lower limb fracture of the shaft or neck of the femur        | 6%  |
|            | 21. Spine – fracture of one or more vertebral bodies             | 8%  |
|            | 22. Skull  |     |
|            | - Fracture of one or more of the bones or the skull except       | 10% |
|            | facial bone or traumatic head injury with operation of           |     |
|            | craniotomy or craniectomy  |     |
|            | - Fracture of facial bones:                                      |     |
|            | + mandible or maxilla  | 6%  |
|            | + other facial bones   | 2%  |
| Connective | 23. Knee ligament tear – total rupture of one or more of the     | 4%  |
| tissue     | following knew ligaments:  |     |
|            | - Medial or lateral collateral ligaments                         |     |
|            | - Anterior or posterior crucial ligament                         |     |

In case there are many injuries following article 5.1 and/or 5.2 which are caused by the same Accident, the Company shall pay the insurance benefit provided that no more than one claim for each injury and total payment amount cannot exceed 100% Sum Assured of this Rider. The Rider will be terminated as and when the total claim amount following article 5.1 and/or 5.2 reaches 100% Sum Assured of this Rider.

### 5.3 Double indemnity

The insurance benefit of death of the Life Assured as per stipulation in article 5.1 will be double if the cause of accidental death is one of the following situations:

- a) when the Life Assured is travelling as a fare-paying passenger in a commercial licensed public land or air transportation, having regular schedule such as bus, train or commercial scheduled flight, excluding taxi and any form of renting means of transportation chartered for private travel; or
- b) when the Life Assured is in public elevator which have licensed of transporting passengers (excluding elevator which is operating in mine(s) or in-progress construction buildings); or
- c) as a result directly of fire in public building including theatre, cinema, public hall, hotel, school, hospital and sport center.

#### **Article 6: Exclusions provision**

The Company shall not pay any insurance benefit under this rider's Terms and Conditions if the Life Assured dies or injured directly or indirectly because of the following reasons:

- War or war like activities; including invasions, acts of foreign countries, hostilities (whether with or without war declaration), civil war, insurrections, revolutions, riots, interference by military authorities or usurpation; or
- Serving in the armed forces in time of war whether with or without war declaration; or act in accordance to commands of fights; or restoration of public order; or
- Participating to scuffle, fight, arrested or repulse of arresting; or
- Epilepsy, hernia, venereal disease, Acquired Immune Deficiency Syndrome (AIDS), be infected by accident, any sick cases; or
- Complication due to surgery or accident occurred during surgery or illness treatment; or
- Intentional acts including but not limited to use stimulants, drug, suicide, or attempt suicide, or self-inflicted injury whether mentally sane or insane; or
- Accident occurred whilst under the influence of alcohol or drugs without prescribed by a doctor; or
- Food poisoning; or
- Up, down, operate, serve, or are being transported on the air equipment or transportation except the Life Assured is travelling as a fare-paying passenger in a commercial flight having regular schedule; or
- Intentional acts of the Life Assured, Policyholder or Beneficiary breaking the regulations and laws of Vietnam; or Intentional acts occurred outside Vietnam, breaking the regulations and laws of related country; or
- Unnecessary dangerous acts except trying to save human life; or action violence, disturbing, strikes or terrorism; or
- Participation in dangerous sports includes but not limited such as: such as scuba diving, bungee jumping, skydiving, climb a mountain, horse racing, or racing on wheeled vehicles; or
- Participation in sports activities like a professional athlete that may be paid or bringing income; or
- Pregnancy, miscarriage, childbirth or related complication; or
- Due to any disease or congenital conditions. Congenital conditions means medical conditions that are present at birth that are either physical abnormalities or abnormalities of function. They may be either genetic, acquired as a result of some in utero event, or due to a combination of the above; or
- Shortcoming of physical or sense or weakened condition or degeneration has before the effective date or latest reinstatement whichever is later; or not declared on the application form or medical declare; or
- Other exclusions in the basic policy.

# CHAPTER 3 SUM ASSURED, PREMIUM

### Article 7: Sum Assured, Premium and Premium payment

- 7.1 Sum Assured and the required first year premium is written in the Certificate or any Supplementary/Amendment if the Rider is attached after the policy effective date.
- 7.2 The minimum Sum Assured of this Rider is 10,000,000 (ten million) VND; the maximum benefit of death due to accident of this Rider and any other rider per Life Assured is subject to the financial underwriting and the acceptance of re-insurance company.

- 7.3 Premium payment method of this Rider will follow that of the basic policy and will be changed following the change in basic policy.
- 7.4 The minimum premium of this Rider will be the premium for the aforementioned minimum Sum Assured and cannot be lower than 1,000 (one thousand) VND irrespective premium payment frequency.

### Article 8: Renewal provision

- 8.1 While the Rider is in force and the Life Assured is still alive, the Policyholder can renew the Rider at any policy anniversary date before the Life Assured attains age 65, and provided that renewal premium of this Rider is paid before or at the policy anniversary date and the Company accepts the request for renewal of the Policyholder.
- 8.2 If the renewal is accepted, term of every renewal is one year with the same Sum Assured. In all cases, any term of renewal will not longer than the policy anniversary date right after the Life Assured attains age 65.
- 8.3 At the end of every renewal, the Policyholder has the right not to renew the Rider and the Company preserves the right not to accept the request for renewal.

# CHAPTER 4 CLAIM PROCEDURE

#### Article 9: Claim procedure

9.1 When the Life Assured dies due to accident

The claim procedure in case the Life Assured dies due to Accident will follow the terms and conditions of the basic policy. In addition, upon submitting the claim request, the claimant is oblight to provide medical evidents to the Company regarding:

- The Accident which cause the death of the Life Assured; and
- The place and situation of incurred accident, if there is a claim request for double indemnity following article 5.3.
- 9.2 When the Life Assured losses of limb or burn or partially disabilities due to accident
- 9.2.1 The Company will pay insurance benefit to:
  - Policyholder, if the policy hasn't been transferred; or
  - The assignee if the policy has been assigned.
- 9.2.2 Claim procedure

The claimant must inform and submit the following evident proving the injuries to the Company as soon as possible for claiming the insurance benefit:

- A form requesting the payment of insurance benefit which has to be completed on a full and accuracy basis.
- The medical evidence of disabilities due to accident, certified by the authorized personnel or medical center.
- All the required medical examinations' results including but not limited to medical report, X-ray and lab tests.
- If the injuries is caused during operation procedure, the medical evidence certified such operation is normal treatment method for such event and such treatment is medically necessary.

• Evidence of the accident causing the disabilities of the Life Assured.

The Company preserves the right to require additional proof or document. All incurred expenses related to the acquiring additional documents shall be borne by the claimant.

9.2.3 Time limit for submission of claim

Time limit for submission of claim is within 24 (twenty four) months from the date of accident causing death or injuries of the Life Assured.