



ບໍລິສັດ ຟົງສະຫວັນ ປະກັນໄພ (ເອພີເອ) ຈຳກັດ
PHONGSAVANH INSURANCE (APA) CO., LTD

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PHONGSAVANH INSURANCE (APA) CO., LTD

Cancer Insurance

Date: 1 Feb 2020

ທີ່ຢູ່: ໜ່ວຍ 31, ຖະໜົນ ກຳແພງເມືອງ, ບ້ານ ທາດຫລວງໃຕ້, ເມືອງ ໄຊເສດຖາ, ນະຄອນຫລວງວຽງຈັນ
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CANCER INSURANCE GENERAL TERMS AND CONDITIONS

Based on declaration in the insurance application form that is part of the insurance contract, and in return for the premiums that the subscriber must pay under the general terms and conditions, coverage agreements, exclusions and annexes of the insurance contract, the Company agrees as follows.

Part I: Definition

We use certain words in this Wording which have a specific meaning and are shown under the heading of Definitions in this Wording. They have this meaning wherever they appear in this Wording, unless otherwise stated in the insurance contract.

1. Insurance Contract	means	Insurance application, policy schedule, general terms and conditions, coverage agreement, exclusions, annexes, special notes, endorsement certifications and exclusions are integral part of insurance contract
2. Company	means	Phongsavanh Insurance (APA) Co., Ltd.
3. Insured Person	means	An individual named as insured in the insurance policy schedule and/or annexes and who is eligible to be the insured under this insurance contract
4. Subscriber	means	Insurance buyer and/or dependents named in the insurance policy schedule and / or Endorsement
5. Hospital	means	A medically recognized establishment that provides, as a primary function, a 24-hour care and treatment of sick or injured persons including inpatient services, adequate Physicians available on the premises at all times, has organized diagnostic and surgical facilities and is legally registered as a hospital in accordance with its local regulations
6. Medical Constitution	means	A legal constitution that provides care and treatment including inpatients service and registered as a legal medical facility in the area
7. Medical Standards	means	Principles or standards for international medical practice and use of appropriate treatment plan as required and in accordance with conclusions from history of injury, illness, diagnostic findings or other (if applicable)
8. Medically Necessary	means	A medical service treatment which is: 1) Be consistent with the diagnosis, treatment and treatment of the injury or illness of the recipient 2) Have clear medical indications according to current medical standards 3) Must not for the convenience of the Insured or the family of the insured or the Physician or Specialist, and 4) Must be a standard of medical practice for the respective Illness or Injury
9. Physician	means	any person qualified medical practitioner with a medical degree and who is legally registered with authorized and/or licensed by the relevant authority in the geographical area of his practice to render medical or surgical treatment but excluding you, the Insured

		and, respective spouses and Family Members of such persons, insurance premium payee or agent
10. Alternative Treatment	means	Diagnosis, treatment or prevention of disease by traditional methods, traditional medicine or other non-medical methods
11. Acquired Immune Deficiency Syndrome (AIDS)	means	ACQUIRED IMMUNE DEFICIENCY SYNDROME resulted from virus and also includes MALIGNANT NEOPLASM or any diseases caused by resulted of positive result of blood examination for HIV Virus (HUMAN IMMUNODEFICIENCY VIRUS). This includes, but not limited to, PNEUMOCYSTIS CARINII PNEUMONIA, ORGANISM OR CHRONIC ENTERITIS, DISSEMINATED FUNGI INFECTION, MALIGNANT NEOPLASM, KAPOSI'S SARCOMA, CENTRAL NERVOUS SYSTEM LYMPHOMA, and/or other severe illness currently known as AIDS (ACQUIRED IMMUNE DEFICIENCY SYNDROME) symptom which caused infected person a sudden death, illness or disability. AIDS includes HIV Virus (HUMAN IMMUNODEFICIENCY VIRUS), ENCEPHALOPATHY (DEMENTIA) and spread of Virus

PART II: GENERAL PROVISIONS

1. Insurance Contract

This insurance contract arises from the fact that the company believes the insured's statement on the application for insurance and the supplementary statement (if any) that the insured has signed and named as proof of the insurance acceptance. The Company shall issue an insurance contract and a summary of general terms and conditions, coverage agreements and exclusions under this insurance contract.

In the event that the insured is aware of but the statement is not in fact or already known in fact but conceals that statement without informing the company. If the company is aware of such claims may incite to claim high premium or refuse to issue an insurance contract. The insurance contract will be voided subject to Article 43 and 44 of the Insurance Law No. 06 / NA, dated 21 December 2011. The company has the right to cancel the insurance contract, the company will not be liable for any liability based on the statement other than the insured as stated in the paragraph.

2. Completeness and Endorsement of the insurance contract

This insurance contract, including the coverage and the annexes, is an insurance contract. Any changes to the contract must be approved and accepted by the company and recorded in this insurance contract or in the annex.

3. Premium Payment and Initial Cover

3.1 Payment of the first year premium must be paid immediately and coverage begins on the effective date of the contract as specified in the insurance contract

3.2 Payment of renewable insurance premium shall be paid within 30 days from the date of the prior year insurance contract expiration as stated in the insurance schedule and coverage in the renewal year.

3.2.1 If the premiums are paid during the grace period, the coverage under the year-to-date insurance contract is a continuous coverage from the previous year and do not bring an exception for an unsupervised period and in the event of a claim during grace period, the company shall deduct the remaining renewable insurance premium from the amount of the benefit payable under this insurance contract

3.2.2 If there is no payment of the annual renewal of the premium within the grace period, coverage under this contract shall cease from the date of termination of the insurance policy as stated in the insurance schedule

4. Renewal of Insurance Contract

4.1 The Company shall not be entitled to refuse to renew an insurance contract except in the event that this insurance contract is terminated under the general terms and conditions and as per Article 6 Termination of coverage for the entire insurance contract

4.2 The Company retains the right to adjust insurance rates to suit the increasing risk and age of the insured and any changes to the terms of the coverage agreement and waivers of renewal insurance contracts as required and the company must notify the insured in case of any further changes or extending coverage of the General Terms and Conditions to any general exemptions, management agreements, annexes or other matters that are of primary importance

5. Termination of Coverage for the Entire Insurance Contract

5.1 Coverage under this Agreement shall automatically terminate when any of the following events has occurred, but whichever occurs first

5.1.1 On the date of the termination of the insurance policy, as specified in the Schedule to the Insurance Year in which the insured is fully 55 years of age

5.1.2 When the insured fails to pay Insurance premium under General Terms and Conditions and as defined in article 4 Payment of Insurance Fee and Initial Coverage

5.1.3 When either of the Party requests the termination of Insurance Policy under General Terms and Conditions and as defined in Article 7 Cancellation

5.1.4 Appearance or recognition of signs of cancer or other disorders related to cancer for the first time within 90 days (Waiting period) from the effective date. The company will reimburse all the foreclosed insurance premiums to the insurance buyer

5.1.5 When an insured buyer dies from another cause not covered under this contract, the Company will reimburse the premium corresponding to the remaining period to the Insured's beneficiary

5.1.6 The Company has paid the sum assured under the full insurance coverage as stated in the insurance contract to the insurance buyer and / or beneficiary (depending on the case).

6. Cancellation of Insurance Contract

The insurance buyer may cancel this insurance by informing the company in writing and is entitled to reimbursement of the premium corresponding to the remaining period, the following short-term insurance rates are set out in the following schedule

Short-term insurance premium

ໄລຍະເວລາປະກັນໄພ ບໍ່ເກີນ / ເດືອນ Insurance period up to / month	ສ່ວນຮ້ອຍຂອງຄ່າທຳນຽມປະກັນໄພເຕັມປີ Percentage of full year insurance premium
2	40
3	50
4	60
5	70
6	80
7	90
8	100

The cancellation of an insurance contract pursuant to this clause shall be terminated in its entirety and it is not possible to choose a single part of coverage.

7. Payment of Benefits

The Company will pay the benefits necessary and reasonable expenses within a period of 30 days from the date the Company receives complete and accurate proof of damage to the insured or in the event of the death of the insured, the Company will pay the beneficiary.

In case of doubt that a claim for a company to pay benefits under this contract does not fall within the scope of the coverage agreement, the timeframe may be extended as necessary but not later than 90 days from the date the Company has received complete proof of damage.

8. Right to Inspection

During the consideration of the benefit payment, the Company has the right to examine the medical history and diagnosis of the insured as necessary with this insurance, and has the right to make a case in the event that it is necessary and not in conflict with the law at the expense of the company

In the event that the insured does not consent to the insurance company to examine the medical history and diagnosis of the insured in order to make claims settlement, the company may refuse the insurance to the insured.

9. Meditation by Arbitration

In the event of any dispute, dispute or claim under the contract between the franchisor and the claimant and it is deemed necessary to terminate the dispute by way of arbitration the Company agrees and provides an arbitration decision by the Economic Arbitration Committee

10. Pre-requisition

The Company shall not be liable for indemnity under this Agreement if the insured has not fully complied with the insurance contract and the terms of the mandatory insurance contract.



PART III: COVERAGE CONDITIONS

While this insurance agreement is effective under the general terms and conditions of the management agreement, the exclusion and the annexation of the insurance contract and in return for insurance premiums that the insured has to pay, the company agrees to provide only coverage agreements that are attached to this insurance contract with the sum insured specified in the insurance contract.

Remark: By paying the premium of this policy, the client agrees to be bound by the terms & conditions of this policy and the policy wording.





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Cancer Insurance

Coverage details

Date: 1 Feb 2020

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Coverage Details Cancer Insurance

Additional Definition

1. Cancer

Occurrence of a tumor or cell that is genetically confirmed as cancerous and spreads deeper than the subcutaneous tissue (Basement Membrane) or spread to the surrounding tissue or to the other organs including leukemia, lymphoma, bone cancer, ovary cancer

The following are excluded:

- (1) Prostate tumors classified as T1, papillary carcinoma of the thyroid less than 1 cm in diameter classified as T1N0M0 (TNM classification system); papillary micro-carcinoma of the bladder;
- (2) Chronic lymphocytic leukemia less than Rai Stage 3;
- (3) Tumors treated by endoscopic procedures alone; tumors classified as carcinoma in situ; tumors which pose no threat to life and for which no treatment is required. The diagnosis here must always be supported by histology reports;
- (4) All types of skin cancers, except Malignant melanomas of 1.5mm or Malignant melanomas that is classified in stage 2 (stage 2) or more, based on the Melanoma distribution system of the American Joint Committee on Cancer;
- (5) Borderline tumors of the ovary (also called tumors of low-malignant potential);
- (6) Cervical dysplasia CIN-1, CIN-2 and CIN-3;
- (7) Kaposi's Sarcoma and other Tumors in the presence of HIV infection;
- (8) Tumors that are a recurrence or metastasis of a tumor that first occurred prior to 90 days of the Effective Date

2. Diagnostic

Diagnosis by a licensed physician and / or physician using a patient's history, physical examination, x-ray and other diagnoses including microscopy or lumbar analysis and clearly identify the date of diagnosis

3. Pre-Existing Condition

Any of the following conditions:

- (1) All types of cancer that have been diagnosed with cancer prior to the effective date of the first year insurance contract
- (2) Any symptom or disorder that results from any kind of cancer prior to the effective date of the first year insurance contract which is significant enough that the individual must see a doctor for a diagnosis, care or treatment

4. Waiting Period

The period when the insured is not covered by the Insurance contract and / or annexes in the insurance contract, which the company can reject all claims

Coverage

While this Policy is enforced, if the Insured is diagnosed for first time to be suffering from Cancer, according to the definition above, the Company shall provide benefits as stated in the Policy Schedule to the Insured Person

Specific Exclusions

This insurance contract does not cover and will not pay any benefits if the insured is diagnosed with cancer which resulted from any of the following reasons

1. Acquired Immune Deficiency Syndrome (AIDS)
2. The company found medical evidence to suggest that the cancer was pre-existed (pre-existing condition)
3. Any type of cancer diagnosed, signs of cancer or any cancer-related disorder type occurs within the first 90 days after the effective date of the first-year insurance contract (Waiting Period)
4. Any Skin Cancers except Malignant Melanoma classified as Stage II and above based on cancer classification of the American Joint Committee
5. Radiation or radiation from nuclear energy or any nuclear waste due to nuclear combustion and from any process of nuclear dissociation that is carried out by itself
6. Explosion of radiation or other nuclear material or other hazardous material that may have detonated in a nuclear process

Additional Specific Terms and Conditions

1. Diagnostic

Cancer must be diagnosed by a licensed doctor and / or specialist, based on the principle of diagnosing tissue microscopy by means of living microscopes. Doctors and / or pathologists who diagnose the disease must diagnose in accordance with cancer definition defined under the agreement after examining and studying the microscopic structure with any suspicious tumor, tissue or specimen.

In the event that a doctor concludes that the tissue cannot be inspected due to side effects that may result in the insured dying from the test or by any other method of medical diagnosis, the Company reserves the right to examine the pathologic evidence by the physician at its own expense.

Diagnosis and treatment of cancer with the right to claim an indemnity under this insurance contract must only be made at a hospital or medical facility in Lao PDR or Thailand.

2. Claims

The insured or the beneficiary or the insured's representative, however, shall promptly inform the Company of the incident for requesting the claims under this insurance contract, with the following proofs delivered to the Company at insured own expense within 60 days from the date of diagnostic acknowledged.

1. Cancer Insurance Claim Form defined by the company
2. Medical report stating important symptoms and diagnostic results
3. Tissue examination results from the laboratory
4. Original Receipts showing all expenses
5. A copy of medical file history from the medical services clinic/hospital
6. A copy of ID card with certified signature
7. Document or evidence as required by the Company as necessary (if any)



Failure to submit evidence within such period does not take away the right to claim for if it can be proven that there was a reasonable cause to fail to submit the said evidence within the stipulated time period. In such case, the insured need to submit evidence as soon as possible.

