

## WORDING ELITE CARE

*(Promulgated together with Decision No: 0001N/QD-LAP-TSKT dated 15/06/2016 of  
General Director of LaneXang Assurance Public Company)*

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## **CHAPTER I: DEFINITIONS**

### **1. Accident**

Any sudden and unforeseen event caused by an external force and visible means during the Policy Period resulting in bodily injury to the Insured and occurs beyond the Insured's control.

### **2. Act of Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of in conjunction with any organization(s) or governments(s), committed for political, religious ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **3. Acute**

A Medical Condition that, in the opinions of General Practitioner/ Specialist Physician/ Medical Consultant is brief, has rapid progression and needs emergency treatments.

### **4. Bodily Injury**

Injury which is caused solely by an accident during the Policy Period.

### **5. Chronic:**

Sickness, illness, disease or injury which has at least one of the following characteristics:

- Is not deemed to respond well to treatment
- Is recurrent in nature
- Is without a known, generally recognized cure
- Leads to permanent disability
- It needs long-term monitoring, consultations, check-ups/ examinations or tests

### **6. Co-pay**

The percentage of the total value of the treatment expenses which the Policy Holder/insured is responsible for payment.

### **7. Congenital Disease/Anomaly:**

An abnormal development with respect to form, structure or position of organ or body structure during gestation as concluded by Doctor based on medical practice.

#### **8. Date of Entry**

The date shown on the Insurance Certificate on which an Insured enrolls in this Policy.

#### **9. Day-patient Treatment**

Medical treatment for an Insured who is hospitalized without staying overnight at the hospital. Hospital discharge form is the necessary documentation to claim for this benefit.

#### **10. Dependants**

A husband/wife (excluding those divorced) or those living with each other without/not yet having marriage certificate and/or children including illegitimate children, step-children and legally adopted children, who are dependant on the Insured for support, provided always that such children are not less than fifteen (15) days and not more than eighteen (18) years old (or twenty four (24) years old but still in continuous full-time education and single. All dependants must be named as the Insured in the Policy.

Dependants are not allowed to be covered with higher insurance benefit than the Policyholder's or main applicant

#### **11. Eligibility**

The eligible person is any Laotian or Foreigner residing legally within the territory of Laos who is not more than 70 or 72 years old if continuously joining into policy from 68 years old and does not suffer from cancer (at the inception date), mental illness or permanent disability from 80% and above.

Newborn children shall be eligible for insurance from fifteen (15) days after the date of birth or the date of discharge from the hospital, whichever is later, subject to LAP's written confirmation of acceptance following the insurance application. Below 18-year-old children can be eligible for coverage as dependant only

#### **12. Eligible Expenses**

Eligible expenses are reasonably and customarily expenses incurred for medically necessary treatment provided to an Insured for injury, sickness or disease.

#### **13. Full Cover**

All actual eligible medical expenses arising from treatment of the Insured paid by LAP but not exceed the limit of each plan per period of insurance as defined in the Policy Schedule.

#### **14. Group Policy**

Policy issued to a group of employees (at least three (3) employees) working for the same company/organization joining the same plan (for example: all joining IP, or IP and OP...), provided that their Company/organization is the Policyholder.

#### **15. Hospital**

Any medical establishment which is legally licensed as a hospital for medical or surgical treatment in the country in which it is located.

#### **16. Medical Establishment**

A legally recognized medical examination and treatment establishment which is licensed to provide in-patient, out- patient treatment and whose main activities are not those of a rest home, a convalescent home or a special place for the aged, alcoholics and drug rehabilitation center.

#### **17. Hospitalization**

In-patient over 24 consecutive hours or Day-patient treatment. Hospital discharge form is the necessary documentation to claim for this benefit.

#### **18. Illness or Disease**

An abnormally medical condition or functional deformities of one or more body's organ(s) shown by symptoms or syndromes.

#### **19. Permanent Total Disablement**

It refers to a completely physical and mental alteration of the Insured due to illness, disease or accident to the extent that he is unable to meet any personal, social or occupational demands, or to meet any statutory or regulatory requirement within 52 consecutive weeks and no hope for improvement or recovery

#### **20. In-patient treatment**

Medical treatment where the Insured person has completed admission procedure and stayed in a hospital bed overnight. Hospital discharge Form is the necessary documentation to claim for this benefit.

## **21. The Insured**

An individual who has completed the application procedure or whose name is included in an Application Form and commencement of cover has been confirmed, or who has been issued with a Certificate/ Policy of Insurance; provided always that the Insured does not travel away from his/her usual resident place for more than one hundred and eighty (180) consecutive days per period of insurance, except there is other agreement with LAP in written confirmation.

## **22. Sum Insured**

The total payable amounts in aggregate that may be claimed throughout Policy Period by an Insured as shown in the Certificate of Insurance and/or the Policy Schedule.

## **23. Medical Condition**

Any abnormal condition of the body or mind that is caused by an accident or illness, sickness and that needs medical treatment(s).

## **24. Out - patient Treatment**

Medical treatment given to the Insured due to illness, sickness or accident at a recognized medical establishment where the Insured is not a registered day-patient or Hospitalization treatment

## **25. Physician**

Refers to a legally licensed medical practitioner recognized by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his licensing and training but excluding a Physician who is the Insured himself, or spouse/child/parent/sibling of the Insured. A physician may be recognized as a Specialist or a Medical Consultant.

## **26. Pre-Existing Medical Conditions**

- a) Any illness or injury of the Insured which existed before the inception date stated in the Policy Schedule or Endorsement and already existed the signs or symptoms that the Insured has recognized, or;
- b) Has been treatment, or taken medication, or consulted, or diagnosed before the joining date, or;

c) Has been recognized the symptoms of illness/injury or the existing of illness/injury before the inception date whether the Insured has been actually consulted, medicated, diagnosed, treated or not.

## **27. Special Diseases**

Under this Policy, the following diseases are understood as special diseases:

- a. Cancer, all kind of tumors
- b. Stone(s) in secretion and gall system
- c. Cardiovascular disease, failure of lung function, hepatitis (A, B, C), pancreas, kidney (excluding the acute phase)
- d. Diseases related to hematopoietic (blood forming) system including but not limited by failure of marrow, acute Leukocyte (white blood cell), chronic Leukocyte
- e. Growth hormone disorders
- f. Diabetes mellitus
- g. Parkinson disease
- h. Blood pressure

## **28. Prescribed Drugs**

Essential drugs, medicines prescribed by a Physician accordingly to legal regulation.

## **29. Place of Residence**

Any city or province in Lao P.D.R where the Insured declared in the Application Form, or as otherwise agreed and noted in the Certificate of Insurance or Policy Schedule.

## **30. Actual medical charges:**

Shall mean the medically reasonable and necessary charges incurred for eligible treatment and prescribed by the attending Physician due to eligible medical condition(s), accident or pregnancy

## **31. Reasonable and Customary Charges**

Shall mean the medically necessary charges that do not exceed the general level of charges made by providers of medical services of similar standing in the locality where the charges are incurred, when providing like or comparable treatment, services, or

supplying medical treatment, services for a similar illness or bodily injury caused by an accident.

### **32. Serious Medical Condition**

Shall mean a health condition which in the opinion of The Assistance Company and/or LAP constitutes a serious medical requiring emergency treatment to avoid death. The seriousness of the medical condition will be judged within the context of the Insured's geographical location, the nature of the emergency medical and the local availability of appropriate medical care or facilities.

### **33. General Practitioner /Specialist Physician/Medical Consultant**

A Physician (as defined above) licensed and registered under the Medical Acts of the relevant laws of the country and given accreditation as a General Practitioner/Specialist Physician/Medical Consultant by the law of the country where treatment is provided.

### **34. Sub-limits**

The maximum sum insured per each Insured event as listed in the Benefit Schedule. However, all payable amounts of all sub-limits cannot exceed the Sum Insured of each plan.

### **35. Treatment / Medical Treatment**

Surgical or medical services (including diagnostic procedures) that are needed to diagnose for the purpose of relief or cure a disease or injury.

### **36. Territorial Scope**

Area of cover as defined in the Benefit Schedule, where the Insured can be evacuated to in the event of medical emergency and necessary treatment is unavailable locally; also where the medical customary and necessary expenses incurred by the Insured may be considered payable under this Policy.

### **37. The Policy**

The Policy between LAP and the Policyholder comprises of: The Application Form, the Policy Schedule and/or the Certificate of Insurance, Policy Wording and other relevant documents (if any).

### **38. Professional sport activities**

Shall mean the sport activities that provide the Insured with major and frequent earnings.

### **39. Prosthesis:**

Any artificial part(s) which is installed or implanted into human body to maintain/sustain life, assist to or physiologic function of human body, including but unlimited to the medical equipment, instrument, alternative supplies

(For example: lenses implanted in cataract surgery, dentures, artificial eyes or limbs, hearing aids)

### **40. Maintain/sustain life:**

Means to maintain circulation and respiration (maintenance metabolism)

### **41. Alternative supplies:**

Are the medical supplies, materials used for replacement or assist to function of any human body parts when implanted into the human body.

### **42. Organ Transplant**

The cost of operations and all related treatments, testing involved with the transplantation of heart, lung, liver, pancreas, kidneys or bone marrow into the Insured's body. The treatment must be undertaken at a hospital and by an qualified surgeon.

Costs of organ acquisition, any costs incurred by the donor, transportation costs and all associated administration costs are not covered under this policy

### **43. One doctor Visit/Treatment**

It means all expenses incurred at a medical establishment for a general practitioner's or specialist's consultation, diagnosis, lab test, ultrasound, radiographic, concerning to the diseases/symptoms of the Insured person, then the final diagnosis and treatment method, including but unlimited to radiation therapy, heat, actinotherapy provided and indicated by attending doctor

Immediate follow-up treatment prescribed by attending physician regardless of treatment required or not is considered as a new visit.

Physiotherapy, acupuncture, massage, acupressure is payable on limited / day but not exceeding limit of Benefit Schedule. Other Chinese traditional medicines (not including acupuncture, massage and acupressure) are payable for one (01) course of treatment up to limit of one doctor visit.

### **44. Surgical Operation**



It means a scientifically surgical method used for bodily injury, illness treatment or pregnancy conducted by a certified surgeon via manual operation including but not limited to therapy which brings similar result such as laparoscopy, stone grind, minor surgery, surgical procedure with medicine instruments at a medical establishment.

#### **45. Outpatient surgery**

It means a scientifically surgical operation carried out under an outpatient basis

#### **46. Physiotherapy**

It means therapy, which is involved using physics therapy to reduce pain, recover muscle function or daily normal activities of the patient as indicated by attending Doctor

#### **47. Consumable medical supplies:**

It means supplies and items that will be used once or more for increasing their ability to perform normal activities of daily living and/or supporting the treatment, consultant. It is not permanent implanted into body, except the case it could be itself destroyed inside body or may be got out of the body (without any affect to the concerned body parts) or may be not (as non-eliminated by the body).

(For example: self-destroyed yarn, the fixation devices using for organ implantation...)

## **CHAPTER II: SCOPE OF COVER**

This Policy wording will cover for Medical Expenses and Emergency Medical Transportation Expenses due to accident, disease, illness, provided that such expenses incurred within the Policy Period

### **I. MEDICAL EXPENSES BENEFITS**

LAP will pay the medical charges incurred by the Insured as defined in this Policy Schedule.

Upon receipt of Proof of Claim, LAP will pay the Benefits incurred under the Policy based on the Policy sub-limits up to the Sum Insured shown in the Certificate of Insurance and/or Policy Schedule. The benefits are limited to the actual, customary, necessary, and reasonable expenses.

The legal representative of the Insured shall have the right to act for the Insured who is incapacitated or deceased. Benefits are payable to the Insured, his legal representative or the licensed providers of medical treatments and/or medical care and/or services to the Insured as agreed with LAP. LAP may appoint independent claim administrators to settle claims on its behalf.

Hereunder is explanation for major benefits in this Policy Wording. The details of Sum Insured for each benefit in different plan are stipulated in Benefit Schedule.

#### **1. Hospital Board**

LAP shall pay for charges for hospital board for the insured provided as part of day-patient or in-patient treatment, including fee for meals (must be provided by the admitted hospital according to the standard of hospital room and board ).

LAP do not pay for non-medical charges such as telephone calls, newspapers, guest meals, cosmetics ... and other expenses not concerned to the Insured person's treatment.

LAP shall not pay this Benefit if the treatment would normally be provided as out-patient treatment according to the medical practice.

#### **2. Intensive Care Unit:**

LAP will pay for the medical charges concerning to treatment in an intensive care unit (ICU), high dependency unit (HDU), or coronary care unit (CCU) which gives constant monitoring to the Insured during period of hospitalization (in-patient or day-patient). Maximum 30 days per year.

### **3. Hospital Miscellaneous Expenses**

If the Insured is in hospital confinement, LAP shall pay for reasonable and customary charges for medical hospital services or medicine that are recommended by Doctor or legal establishments provide, including but not limited to the following costs:

- a**, Drugs and medicine consumed whilst in hospital confinement;
- b**, Bandages, ordinary splints and plaster casts;
- c**, Laboratory examinations;
- d**, Electrocardiograms;
- e**, X-ray therapy, radium therapy, radium and isotopes;
- f**, X-ray examination;
- g**, Intravenous infusions.

For pathology, X-rays, MRI, CT and PET scans, diagnostic test: it must be recommended by your attending doctor to help determine or assess your condition and carried out in a hospital as part of day-patient or in-patient treatment.

### **4. Physiotherapy Expenses**

LAP pay for necessary and reasonable charges for physiotherapy treatment prescribed by the attending physician.

### **5. Pre - hospitalization Treatment**

LAP pay for the last doctor consultations, diagnostic procedures, tests and other medical expenses necessarily taken and directly relating to an eligible medical condition that require immediate hospitalization, and the findings of the diagnosis are the basis for the attending doctor to conclude that the hospitalization treatments are necessary, provided that such diagnosis are performed within 30 days prior to the hospital admission.

### **6. Post - hospitalization Treatment**

LAP shall pay for follow-up treatment prescribed by the attending doctor immediately following discharge from a hospital where Hospitalization treatments were received. Follow-up treatment include re-consultations, lab tests, examination, prescribed medicines and shall be performed within 90 days from the hospital discharge.

### **7. Home Nursing**

LAP shall pay for the nursing care services of a legally licensed nurse in the Insured's abode when prescribed by a Physician immediately following a covered In-Patient stay in the hospital. The treatment period is limited to a maximum period of days as stated in the Benefit Schedule.

#### **8. Surgical Operation:**

LAP shall pay for medical expenses relating to an in-patient, day-patient surgical operation including expenses for the prescribed medicine, consumable medical supplies, necessary surgical appliances/materials (except the supplies listed in Exclusion No 11 of section General Exclusion), the surgical procedure, operating theatre, surgeon, anesthetizing fees and ordinary fees for the purpose of pre-operation diagnosis, post-operation recovery, redone operation, essential prostheses transplanted into the body to maintain life, organ transplantation. Surgical charges do not include fees for procedure to diagnosis medical condition.

#### **9. Outpatient Surgery**

LAP will pay for medical expenses related to outpatient surgical operation subject to the maximum amount payable under the Benefit Schedule.

#### **10. Organ Transplantation**

LAP shall pay hospital charges for surgical transplant of heart, lung, liver, pancreas, kidney or bone marrow to an Insured performed in a hospital by a physician duly qualified to perform such an operation.

The cost of acquisition of the organ and all costs incurred by the donor, transportation and procedure cost are not covered under this Policy.

#### **11. Emergency Treatment**

LAP shall pay for charges for emergency services provided for serious medical conditions as defined above and performed in emergency room of a hospital or legally medical establishments immediately following an accident or serious medical conditions.

#### **12. Emergency Accidental Dental Treatment**

If an Insured who sustains injury by an Accident giving rise to emergency dental treatment to wholly sound natural teeth at any hospital within twenty-four (24) hours from the time of Accident, a benefit equal to the necessary and reasonable charges made by the hospital for such treatment shall be payable by LAP subject to the maximum amount payable under the Benefit Schedule.

A sound natural tooth does not mean denture nor has no decay, no filling on more than two surfaces, no gum disease associated with pyorrhea, bone loss, no root canal therapy.

This cover does not apply for dental implants, crowns or dentures.

### **13. Emergency Accidental Pregnancy Treatments**

If the Insured sustaining a complication of pregnancy including miscarriage due to an Accident, a benefit equal to the necessary and reasonable charges made by the hospital for such treatment shall be payable subject to the maximum amount payable under the Benefit Schedule.

However, this benefit excludes any costs of childbirth/baby delivery or feeding pregnancy following accident.

### **14. Acute Mental Disorder**

LAP pay for In-patient treatment in recognized psychiatric unit of a Hospital in acute circumstance of mental disorder. All treatment under this Benefit must at all times be administered under the direct control of a registered psychiatrist.

### **15. Daily Allowance Benefit** (This benefit is applicable only if included on quote/policy)

Where the Insured receive treatment for an eligible medical condition as an In-patient, LAP will pay in-patient cash benefit shown in the Benefit Schedule per night up to maximum 20 nights per Policy period.

## **II. EMERGENCY ASSISTANCE AND MEDICAL EVACUATION**

(subject to prior written agreement from LAP in any circumstances)

### **1. Medical Service Provider Referral**

The Assistance Company authorized by LAP shall provide to the Insured, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics within the territorial limit of the chosen plan (collectively "Medical Service Providers"). The Assistance Company shall not be responsible for providing medical diagnosis or treatment. Although The Assistance Company shall make such referrals, the final selection of Medical Service Provider shall be the decision of the Insured.

## **2. Arrangements of appointments with local doctors for treatment**

*(Applicable only to the travelling out of Laos)*

The Assistance Company will, upon request, assist the Insured by arranging for appointment with general practitioners or specialized doctors.

## **3. Arrangement of Hospital Admission**

*(Applicable only to the travelling out of Laos)*

If the medical condition of the Insured is of such gravity as to require hospitalization, The Assistance Company will assist the Insured with arrangements hospital admission.

## **4. Arrangement and Payment of Emergency Medical Evacuation**

### **a. Inside Laos:**

LAP will pay for the emergency transportation cost by all necessary and reasonable means to move an Insured Person in a serious medical condition to emergency ward of the nearest hospital, where appropriate medical care and facilities are available.

### **b. Outside Laos:**

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

LAP shall pay for the medically necessary expense of such transportation and communication and all usual ancillary charges incurred in such services so arranged by it and extended to cover for one other person to travel with the Insured as an escort. In case transportation by airline, LAP shall cover expenses as economy class airline ticket.

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

## **5. Arrangement and Payment of Repatriation following Emergency Medical Evacuation**

The Assistance Company will arrange for the return of the Insured in the Territory Scope of chosen Program. The medical expense of subsequent In-Hospital treatment in a place inside or outside Lao P.D.R will also be covered subject to Policy Schedule. LAP shall pay for the expenses necessarily and unavoidably incurred in the treatment process

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

## **6. Arrangement and Payment of Repatriation of Mortal Remains**

The Assistance Company will arrange for transporting the Insured's mortal remains from the place of death to the Insured's residence of Lao P.D.R or his/her Home Country in the Territory Scope of chosen Program or arrange for local burial at the place of death as requested by the Insured's family and with LAP's approval. LAP will pay for all expenses reasonably and unavoidably incurred in such transportation or alternatively pay the cost of burial at the place of death

## **7. Delivery of Essential Medicine**

*(Applicable only to the travelling out of Laos).*

The Assistance Company will arrange to deliver to the Insured essential medicine, drugs and medical supplies that are necessary for his/her care and/or treatment but which are not available at his/her location. The delivery of such medicine, drugs and medical supplies will be subject to local laws and regulations related to import and distribution of such medicine. LAP will pay for the costs of such essential medicine, drugs or medical supplies and any delivery costs thereof

## **8. Guarantee of Medical Expenses Incurred during Hospitalization and Monitoring of Medical Condition during Hospitalization**

### **8.1 Inside Laos**

If the Insured is treated in the hospitals which already have a direct billing agreement with LAP, all medical expenses entitled to insurance cover will be paid directly to the hospital by LAP.

If the Insured is treated in hospitals which have not a direct billing agreement with LAP, the Insured by themselves should settle any incurred expenses on leaving the hospital

## **8.2 Outside Laos**

Upon request, The Assistance Company shall assist the Insured to arrange for hospital admission and with authorization and on behalf of LAP, to provide guarantee of hospitalization expenses incurred during his/her hospitalization. The Assistance Company will also monitor the Insured's medical condition with the hospital's attending physician; subject to any and all obligations in respect of confidentiality and relevant authorization.

## **CHAPTER III: GENERAL EXCLUSIONS**

*(Applied to the Policy and all Endorsements)*

The following treatment, items, conditions, activities and their related or consequential expenses are excluded from this Policy and LAP shall not be liable for:

1. Pre-existing Medical Conditions as defined. This exclusion shall not be applicable to the following cases:
  - 1.1 The pre-existing diseases have been declared to and accepted by LAP in writing
  - 1.2 All Pre-existing Medical Conditions will become eligible for Benefits after 12 months of continuous cover under this Policy, provided that the Insured during that 12 months have not:
    - a) consulted any Doctor for medical treatment or advice (including check-ups), or
    - b) taken medication (including drugs, medicines, special diets or injections).
  - 1.3 Group Policy covering a minimum of 30 insured employees
  - 1.4 Group Policy covering from 10 to 29 employees, provided that Optional cover "Pre-existing Disease" is applied and being accepted by LAP
2. Special diseases as defined shall be excluded during the first year whether pre-existing disease exclusion is applicable or not.

This exclusion shall not be applied to the following cases:

- 2.1 Group Policy covering a minimum of 30 employees.
- 2.2 For individual or Group under 30 persons Policy after 12 continuous months of cover, special diseases shall be eligible for Benefits as specified in the Schedule.



3. Home check-up or treatment services (except for nursing charge regulated in Benefit Schedule of this Insurance Policy) or treatments received in health hydros, nature cure clinics, spa, sanatorium, nursing home or long term care facility or similar establishment.
4. Routine/annual medical examinations or check- ups, including, but not limited to general health checks; gynaecological examination; andrology examination; antenatal/prenatal and & post natal check-up (this exclusion is not applied if Optional cover Maternity care” is applicable); newborn neo-natal care; inoculations; vaccinations and preventative medicines (this exclusion is not applied if Endorsement “Outpatient treatment” is applicable); normal eye tests; normal hearing tests; non-medical refractive eye defects including myopia, presbyopia and astigmatism and any corrective surgery for non-medical/natural degenerative sight and hearing defects; cataract (due to the natural degradation); medical certificates; examination for employment or travel.
5. Artificial teeth or denture of any type, dental treatment except for emergency treatment following an accidental damage to sound, natural teeth. This exclusion is not applied if optional cover “Dental Care” is applicable.
6. Any type of treatment for beauty purpose, weight problem, skin pigmentation, hair loss, cosmetic or plastic surgery unless it is re-constructive surgery necessitated by an accidental injury that occurred during the period of insurance stated on the Policy.
7. Treatment for sleep related breathing disorders (including snoring), insomnia, (including sleep disorder), fatigue, nerve depression or stress or epilepsy, eyestrain.
8. Tests or treatment directly or indirectly arising from or required in connection with: male and female birth control, any abortion performed due to psychological or social reasons, infertility and/or fertility and sterilization or its reversal, genital function disorder or any form of assisted conception, or treatment of impotence, or sex change, or any consequence or complications thereof.
9. Birth defects, congenital disease/anomalies (such as congenital heart disease, down disease, cleft palate, congenital cataract, light retaining of water in the brain, congenital anal stenosis, crooked nasal septum ...), genetic deformities or diseases, Hereditary Medical Conditions with symptoms present at birth.
10. Costs related to pregnancy and childbirth of any type, except complication of pregnancy caused by accidents. This exclusion is not applied if Optional cover “Maternity care” is applicable.

11. Costs of providing, maintaining or fitting any external prostheses or appliances, orthopedic devices, corrective devices, hearing and/or visual aids, crutches, wheelchairs or other external equipment.  
  
However, the devices implanted into the human body such as pacemakers; vibratory thoroughly machine; coronary stents and longo surgical staplers surgical instruments like Longo knife for hemorrhoids will still be covered
12. Chronic supportive Treatment of renal failure, including dialysis. LAP will, however, pay for the cost of renal dialysis incurred immediately pre and post operation in connection with Acute secondary failure when dialysis is part of intensive care.
13. Any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related Complex (ARC) and any other AIDS related conditions or diseases, venereal diseases, sexually transmitted diseases or any other related conditions.
14. Willful misconduct of the Insured or the beneficiary. The insured violates law and regulation and other rule of the local authority or company seriously.
15. The Insured is under treatment for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such abuse or addiction.
16. The Insured's act of fighting, unless such act can be proved that it is only a defense against an attack, participation in or training for any professional sport activities or any form of professional race or competition.
17. The Insured takes part in aviation activities other than as a licensed fare-paying passengers, participates in military rehearsals training, fights in armed forces.
18. Medical expenses directly or indirectly arising from or required as a consequence of war, riots, invasion, acts of foreign enemy hostilities or warlike operations (whether declared or not), strike, civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on or on behalf of or in connection with any organization actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.

19. Medical expenses directly or indirectly arising from or required as a consequence of chemical contamination or contamination by radioactivity from any nuclear fission, or from the combustion of nuclear fuel, asbestosis or any related condition.
20. Treatment or using medicine without prescription of doctors, treatment not scientifically recognized or is experimental in nature.
21. General out-patient services other than an emergency out-patient treatment following an accident. This exclusion is not applied if Endorsement “Out-patient Treatment” is applicable.
22. Treatment outside the Territory Scope of chosen Program which is stated in the Policy Schedule.
23. Functional food, minerals, vitamin and organic substances, dietary supplements and products which are available naturally and that can be purchased without prescription, including but not limited to, mouthwash, toothpaste, shampoo or sunscreen.
24. Consultation and lab test without diagnosis and indication given by the attending physician.

## **CHAPTER IV: GENERAL CONDITIONS**

### **1. Commencement and Renewal**

Insurance shall commence from the date specified on the Certificate of Insurance or Policy Schedule. All premiums will be payable on or before the commencement date (except for other agreement, but not over 30 days from commencement date) stated on the Policy Schedule.

It is hereby agreed and understood that, during the period of premium warranty provided under this policy, if there is any claim or request for direct billing service, whereas the premium has not been fully paid to the Insurer/registered Broker, the Insurer will not settle the claim amount until the Insured has made the payment in full of outstanding premium to the Insurer/registered Broker.

The Policy will be renewed on expiry date subject to the Policy's terms/conditions applied at the time of renewal and any special condition which the Insurer applies particularly to the renewal Policy of the Insured.

## **2. Cancellation**

**2.1** Insurance Policy will be ceased in the first due date after the 70th birthday of the Insured. However, for renewal Policy where the insured is continuously covered from the age of 68, the Policy will be ceased at the first due date after the 72nd birthday of the Insured.

**2.2** LAP shall be entitled to cancel the insurance policy at any time without claim settlement or refund of premium if the Insured or anyone acting on behalf of the Insured has at any time misled LAP by misstatement, false declaration, false claim, or any fraudulent means or devices to obtain benefits under this Policy.

**2.3 For Group Policy from 10 insured employees or more and paid by company:** if the Insured no longer works for the Company/organization which is a Policyholder and a termination request is made by its representative, LAP will refund premium on proportional basis between number of the remaining effective days and whole period of the Policy whether during the insurance period there is any claim or not.

**For Group Policy less than 10 insured employees,** LAP will only refund premium (on proportional basis between number of the remaining effective days and whole period of the Policy) if during the insurance period there is not any claim.

**2.4 For Individual or Family Policy:** in case of legitimate reason, the Insured may request LAP to cancel the Policy provided that no claims have been made during Policy period. Refunded premium shall be referred to a Short Period Premium tariff.

## **3. Addition of the Insured**

**For Group Policy:** LAP will provide cover to the eligible Insured under the same group Policy upon the request of the Policyholder and his/her additional premium payment will be calculated on proportional basis between number of effective days and the whole period of the Policy. Addition of eligibility includes:

- New employee
- Dependent of new employee
- New Spouse
- New-born child

#### **4. The mistake in age declaration**

If the declaration of age is not correct with the Insured's actual age:

**4.1** Shortage of paid premium to LAP in comparison with the premium payable for the actual age, insured benefit will be compensated on proportional basis between paid premium as stated in the Policy Schedule and correct premium and the Insured has to pay in full to LAP the difference of premium immediately.

**4.2** Overpayment to LAP and any extra premium which the Insured paid to LAP because of the mistake in age declaration shall be refunded without interest rate.

#### **5. Extension of the Insurance Period**

If the Insured has to be hospitalized due to the medical conditions covered by this Policy before the expiry date of Policy, upon request of the Insured, the Policy may be extended until the date when Insured does not have to be hospitalized for such condition treatment (maximum up to 30 days) or when the Benefit limit is exhausted, whichever is the earlier.

LAP shall not accept the change of policy cope of cover during the period of insurance.

#### **6. Examination**

LAP shall have the right to examine any Insured through his medical representative whenever and as often as may be reasonably required within the duration of any claim. In addition, LAP shall have the right to request an autopsy in the case of death, where this is not forbidden by law or religious beliefs.

#### **7. Alterations**

This Policy may at any time be amended and changed subject to written agreement between LAP and the Insured. Any amendment to this Policy shall be binding on both parties since the effective date of the amendment. However, no alteration on the policy scope of cover shall be accepted by LAP during period of insurance.

No amendment in this Policy shall be valid unless it is approved and endorsed hereon by an authorized representative of LAP.

#### **8. Short Period Premium**

The Short Period Premium is:

For period not exceeding 1 week:            1/8 of annual premium

For period not exceeding 1 month: 1/4 of annual premium

For period not exceeding 2 months:	3/8 of annual premium
For period not exceeding 3 months:	1/2 of annual premium
For period not exceeding 4 months:	5/8 of annual premium
For period not exceeding 6 months:	3/4 of annual premium
For period not exceeding 8 months:	7/8 of annual premium
For period exceeding 8 months:	100% full annual premium

## **9. Clerical Error**

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

## **10. Notice of Trust or Assignment**

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

## **11. Subrogation**

By accepting any payments of benefits under this Policy, the Insured agrees that LAP shall be subrogated to all claims, demands, actions and rights or recovery of the Insured against any third party or any insurer to the extent of any and all payments made or to be made hereunder by this Policy.

## **12. Arbitration**

Any difference in respect of medical opinion in connection with the treatment of an accident or illness shall be settled between two (02) medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an (01) umpire who shall have been appointed in writing by the two medical experts at the outset. Should the two medical experts fail to agree despite the mediation of the umpire, then the decision of the umpire shall be final and binding.

## **13. Legal Proceedings**

No action in law or in equity shall be brought to recover under the Policy prior to the expiration of sixty (60) days after proof of claim has been furnished or after the expiration of thirty (30) days from which the Insurer made the decision on the settlement of the claim. Nor shall any such action be brought at all unless commenced within two years from the date of such claim.

The parties herein agree that the Law of Laos P.D.R shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy.

#### **14. Currency Exchange**

The Parties agree that, according to this provision, premium and claim settlement basing on the regulations of the Policy can be paid in different currency with defined currency in the Policy. The selling exchange rate of BCEL will be applied at time of settling premium or handling claim.

In case of premium adjustment, the exchange rate is also applied as above. This regulation of currency exchange must be in compliance with Lao P.D.R.

### **CHAPTER V: CLAIM PROCEDURE**

#### **I. GENERGAL PRINCIPLE**

##### **1. Claim procedures (applied for the basic cover and all optional cover)**

For all claims, the Insured or Beneficiary must send the following original documents in Laos or English to LAP within one (01) year from the happening date of the insured event or sixty (60) days from the date of hospital discharge, treatment finish or death.

In case the original documents are not 1 in 2 above languages, please add one more set of the translated document in English or Laos:

- a. Claim Form (according to LAP form)
- b. Report of accident with confirmation of the workplace manager or the local authority or the police at the place of accident (in case there is police involvement and/or the Insured sustains 31% disability and above and /or any third party involvement).
- c. Documents related to medical treatment and expenses: medical prescriptions, diagnosis note, hospital discharge certificate, treatment record, test results, surgical certificate (in case of surgical operation) and other related documents

Payment documents such as invoice, bills or receipts should be compliance with the regulation of the Ministry of Finance.

- d. Death Certificate and the legal confirmation of the beneficiary or beneficiaries (in case Insured's death).

e. If the physician needs to refer the Insured to a Specialist, referral letter by the Physician shall be required.

Within 15 working days from the date of receiving full original and valid documents, LAP shall have responsibility in keeping the Insured, his beneficiary or legal representative informed about the claim settlement

## **2. General Claims Information (compensation)**

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

In cases missing medical information, it will be the Insured's responsibility to submit this to LAP for claim processing and LAP will not bear the cost incurred to obtain the missing information

## **3. Other Insurance/Third Party Recovery**

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

LAP must be informed without delay of circumstances where a claim against a Third Party can be made. The beneficiary shall at the request and at the expenses of LAP, exercise any rights and remedies for the purpose of enforcing all reasonable and necessary action of obtaining indemnity from other third party whom LAP is entitled or shall become entitled under the subrogation agreement between the Insured and LAP.

## **II. EMERGENCY CASES**

### **1. Request for Assistance/ Emergency Medical Evacuation**

In case of emergency, the Insured or his/her representatives as soon as practicable shall call, one of the following SOS's 24 hours a day alarm centers (Emergency Assistance Company), nearest to the place of occurrence:

<b>Address</b>	<b>Telephone No.</b>	<b>Fax No</b>
<b>Lanexang Assurance Public Company</b> Asean Road, Ban Sibounheuang, Chanthabouly District, Vientiane Capital, Lao P.D.R	+856 20 9555 1990 +856 20 5965 8182 +856 20 5552 2377	+856 20 264 789



Before ISOS can undertake any action, the Insured needs to furnish the followings:

- Name, the Policy number and expiry date of the Policy.
- Place and telephone number where he/she can be reached.
- Brief description of the Insured's problem encountered and nature of help required
- Name, address and phone number of the hospital where Insured has been taken to.
- Name, address and phone number of the treating Physician and the family doctor (if necessary).

Medical Team of ISOS have free access to the Insured in order to ascertain his/her condition. If the obligation is not fulfilled and except justified opposition, the Insured will no longer be entitled to medical assistance, except reasonable reasons to prove that the Insured cannot fulfill that obligation.

## **2. Life Threatening Situation**

In a life-threatening situation, the Insured or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate means, and notify ISOS as soon as practicable.

## **3. Hospitalization prior to notice to the emergency Assistance Company**

In any case of illness or bodily injury requiring hospitalization, the Insured or any person acting on his/her behalf must inform ISOS within 24 hours from the time of hospital admission. Failure to do so may entitle ISOS to invoice the Insured for the supplementary cost that has arisen out of the delay.

# **III. ORDINARY TREATMENT CASES**

## **1. Direct Billing**

In case the medical provider where the Insured is given treatment and medical examination, belongs to the Direct Billing Network of the Policy, the Insured needs to take the following steps:

- Present Elite Care Card, Identity card or Passport, birth certificate (if the Insured is a child)
- Check and sign on the Proposal of Guarantee which is provided by the medical provides after the treatment to confirm that Insured has the Treatment

- Settle any charges for the treatment in a Hospital or a Medical Establishment which is not covered by this Policy or exceeds the Insured limit.

## **2. Pay first and Claim back (Reimbursement)**

In case the Insured seeks for treatment and medical consultation at a legally licensed medical establishment which patient has not asked for guarantee hospital expenses or not included in the Direct Billing Network of this Policy, the Insured will have to pay for all medical expenses first and then send the full claim documents to LAP for a reimbursement of the eligible expenses.

# **CHAPTER VI: OPTIONAL BENEFIT**

## **1. OUT-PATIENT TREATMENT**

LAP shall pay to Insured for out-patient treatment expenses arising from illness, disease, accident, including:

- General Practitioners and Specialist fees
- Prescribed medicines
- Laboratory test, diagnostic and treatment prescribed by a physician
- Medical aids that are necessary as part of treatment for broken limbs or injuries (E.g. plaster casts, bandages) prescribed by a physician
- Physiotherapy, radiotherapy, heat therapy or phototherapy prescribed by a physician
- Routine/Annual health check-up/Vaccination (This benefit is applicable only if included on quote/policy)

## **2. DENTAL CARE** (This benefit is applicable only if included on quote/policy)

*(Applicable only if Out-patient Treatment benefit is selected)*

LAP shall pay to Insured for medical expenses in respect of the following dental care and treatment up to the limit.

### **2.1. Dental care and treatment (The Insured co-pay 20%)**

- Check-up and diagnosis
- Tooth cleaning
- Normal fillings (amalgam or composite or other similar materials in same or cheaper value)
- Removal of decayed teeth
- Removal of impacted, buried or un-erupted teeth
- Removal of roots
- Removal of solid adontomes
- Apicetomy
- Root canal treatment
- Gingivitis, pyorrhoea

### **2.2. Dentures (The Insured co-pay 50%):**

New or repair of bridge work, porcelain crowns, dentures

### **3. MATERNITY CARE (This benefit is applicable only if included on quote / policy)**

*(Applicable only to the Insured who is female from 18 to 45 years old)*

**3.1** This benefit is payable if the conception date starts after twelve (12) months since the date of this benefit applied.

**3.2** For group Policy, this benefit will be payable after twelve months since the date of this benefit applied.

#### **a. Complication of Pregnancy and Childbirth**

LAP will pay expenses for a medical condition which arises during the antenatal stages of pregnancy, or a medical condition which arises during childbirth and requires a recognized obstetric procedure. Cover is provided for caesarean sections required on medical grounds and does not include voluntary caesarean sections (or medically required due to a previous elective caesarean section). Complication of Pregnancy and Childbirth including but not limited to the followings:

- Miscarriage or when the foetus has died and remains with the placenta in the womb
- Molar pregnancy
- Foetus growing outside the womb (ectopic pregnancy)

- Massive bleeding in the hours and days immediately after childbirth (post-partum haemorrhage)
- Afterbirth left in the womb after delivery of the baby (retained placental membrane)
- Therapeutic abortion
- Complications following any of the above conditions.

#### **b. Normal Pregnancy and Childbirth**

LAP will pay for medical cost arising from normal pregnancy and childbirth, including but not limited to the delivery charges, hospital charges, specialist fee, the mother's immediate pre and postnatal care in hospital, postnatal suture.

#### **c. Pre-natal and Post-natal check-up**

LAP will pay for medically cost arising from Pre-natal and Post-natal check-up max 5 times/year

#### **d. Newborn care expenses**

LAP will pay for expenses including expenses related to pediatric care at hospital right after being born and mother has not discharged.

### **4. DEATH, PERMANENT TOTAL DISABILITY DUE TO ILLNESS OR DISEASE**

#### **a. Scope of Cover**

This Optional cover shall cover for Death or Permanent Total Disability arising from illness or disease occurring during period of insurance except otherwise excluded in this Policy.

#### **b. Validity of Insurance**

This Optional cover shall come into effect after the waiting period of 30 days since the date the premium is paid (unless otherwise agreed by LAP). For consecutive renewal Policy, this optional cover shall be automatically effective right after the premium is settled for the subsequent period.

In case of death caused by special diseases, pre-existing conditions, this Benefit shall come into effect from the second year of consecutive Policy.

This benefit is not applied to the Insured from 70 year old or above.

### **c. Benefits of Insurance**

LAP will pay total Sum Insured stated in Insurance Certificate or Policy Schedule in case of death or permanent total disability caused by illness or disease under the scope of insurance to the beneficiary.

## **5. PERSONAL ACCIDENT**

### **a. Scope of cover**

This Optional cover shall cover for death or permanent disablement due to accident occurring within 24 hours a day.

The Benefits shall be payable according to the below Table of Compensation Scale.

Death or permanent disablement due to accident shall be covered within 24 calendar-months from the date of accident, provided that the cause of such accidental death or permanent disablement arises during Period of Insurance, and according to the Policy being valid at the time of accident event.

### **b. Additional exclusions**

b1. LAP shall not be liable to pay for this benefit in case the Insured participate in any dangerous or hazardous action as follows:

- Aqualung diving
- Boxing
- Climbing (with the rope)
- Hang gliding
- Yachting beyond 5 kilometers of a coastline.
- Hurling
- Ice hockey
- Parachuting
- Any Race
- Show jumping
- Skydiving.

b2. Accidents as consequence of earthquake, volcano, tsunami, cyclone

## **6. COMPENSATION FOR LOSS OF SALARY DURING INPATIENT INJURY TREATMENT DUE TO ACCIDENT**

*(This benefit is applicable for group policy only)*

In case the Insured sustains temporary disablement as defined, LAP shall pay an amount of money, as specified in the Policy, for the loss of salary of the Insured during the actual off-work period for his/her injury treatment at hospital due to accident as indicated by attending doctor (whether this disablement has been determined or not determined to be permanent disablement later on).

The amount of compensation payable for this benefit on the basis of actual off-work period for treatment at hospital as indicated by Physician, will be paid according to the selected Lump Sum of this benefit or on the Insured Person's daily salary subject to his/her monthly salary specified in the Policy.

Daily salary shall be compensated based on the Insured Person's monthly salary as specified in the labor contract or on the latest declaration of the Policyholder (not including overtime fee, bonus or other irregular earning) which has been confirmed by LAP at the time of accident subject to the following formula:

*(Monthly salary (as agreed in the Policy)/30days).*

## **7. DAILY ALLOWANCE DURING HOSPITALIZATION DUE TO ILLNESS, SICKNESS**

*(This benefit is applicable for group policy only)*

Daily allowance during hospitalization is lump sum (fixed amount) per day LAP shall pay subject to actual number of day off for hospitalization due to illness, sickness (excluding pregnancy) as indicated by attending doctor up to the sum insured or the period specified in the Policy.

This benefit will be payable from the 8th day of consecutive treatment.

## **8. PRE-EXISTING DISEASE**

*(This benefit is applicable for group policy only)*

This Optional cover is only applied to Group of 10 insured employees or more enrolled in a company's Policy subject to results of pre-existing disease underwriting and a premium loading quoted by LAP.

In consequence of the application of this Optional cover, Point 1 in "GENERAL EXCLUSIONS" shall be cancelled.

**TABLE OF COMPENSATION SCALE**  
(Applicable for Optional cover no. 5 - Personal Accident)

<b>Insured Events</b>	<b>Compensation (Percentage (%) of Sum Insured)</b>
Death	100%
<b>Permanent Total Disablement:</b> - Loss of or loss of sight of two eyes - Total and incurable mental disorder - Loss of two arms or two hands - Total loss of hearing in both ears - Functional impairment of chew - Loss of one arm and one foot or one arm and one leg or one hand and one foot. - Loss of two legs or two feet.	100%
<b>Permanent Partial Disablement</b> - Permanent and total loss of hearing in one ear - Loss of speech (dumb) - Loss of or loss of sight of one eye	20% 50% 50%
<b>Loss by physical severance or permanent and total loss of use of:</b>  - Hand from shoulder - Leg from hip - Both phalanges of great toe - One phalanx of great toe - Any other toe - Both phalanges of thumb - One phalanx of thumb - Index finger - Middle finger - Ring finger and finger end - Removal of lower jaw by surgical operation  - Loss of part of a finger  -Any Permanent Partial Disablement not specified	50% 50% 10% 03% 02% 25% 10% 15% 10% 08% 25%  -The amount payable per phalanx lost shall be calculated at one third of the percentage specified above for the finger concerned.  -Amount payable shall be assessed according to the seriousness of the disability as compared with that of these actually specified.

## **EXTENSION CLAUSES**

### **1. Extension clause about covering for cancer**

It is hereby agreed and understood that based on Insured's declaration the Policy extends to cover for the Insured person who suffered from cancer subject to results of LAP's underwriting and a premium loading quoted by LAP.

### **2. Extension clause about covering for poisoning**

It is hereby agreed and understood that the insured person who suffers from poisoning event (including food, drink poisoning, or toxic gas, substance inhalation) shall be considered as an "accident" as defined in this policy wording and subject to terms, conditions and exclusions of this policy.

In case of accumulation loss, LAP will reimburse for each insured person an amount basing on the weighted average method of the sum insured of the personal accident insurance (unless otherwise agreed between LAP and the Insured).

### **3. Strike, Riot and Civil Commotion Clause**

It is hereby agreed and understood that notwithstanding any contrary written in the Policy, this Policy shall extend to cover Death, Disability or Medical Expenses as a result of Strike, Riot and Civil Commotion, which for the purpose of this Endorsement shall mean Injury directly caused by:

- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance;
- The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

### **4. Hijacking and Pirate Clause**

It is hereby agreed and understood that this Policy is extended to cover Death, Disability or Medical Expenses incurred due to result of unlawful seizure or wrongful exercise or control of any passenger carrying on aircraft or vessel, on which the Insured Person is on board as a fare paying passenger, provided that it is not a result of the Insured Person's participation in or provocation of any such act.

**On behalf of Lanexang Assurance Public Company**



