

TERMS AND CONDITIONS PRODUCT TYPE - TERM LIFE BASIC PRODUCT NAME - PRULife Guard- FREEMIUM VERSION

1. BRIEF PRODUCT DESCRIPTION

PRULife Guard (Freemium version) is a term life basic insurance. Besides the death benefit, it also provides coverage for personal accident benefits during the Policy Term.

All benefits and considerations in the Policy are denominated in Lao Kip (LAK).

2. **DEFINITIONS**

In this Terms and Conditions document, "you", "your" or "yours" means the Life Assured (Registrant) and "we", "us", "our", "ours", "Insurer" or "the Company" means Prudential Life Assurance (Lao) Company Limited.

- **2.1 Policy Owner** means any entity, organisation that registered and operating within Lao PDR or any individual who is a resident in Lao PDR with a valid permit, bona-fide residential address in the country. And whose platform is where the Life Assured used to register for the freemium policy.
- **2.2 Life Assured (Registrant)** means those who are eligible and accepted by the company for coverage under the Policy, who have been duly registered on the eligible registration platform(s), and who is between the ages of 18 and 60.

The Life Assured (registrant) can only be covered once, even if they registered for multiple policies of PRULife Guard freemium version.

At our discretion and without prior notice, we can limit the eligible registration platform(s). We will send an official notification to the eligible registrant via the offered platform.

2.3 Immediate Family Member (Beneficiary) means the spouse, parents, child, sibling, parents-in-law or legal guardian of the Registrant and is nominated by the Registrant to receive the Benefit in the event of their passing away in accordance with the Terms and Conditions herein.

Please note that the Beneficiary are not being covered under this Policy.

2.4 Registration Date means the date stated in the registration notification (e.g., via SMS, email, or WhatsApp, depending on the platform provided by the Policy Owner or the company) and is the date on which the Registrant duly completes and submits the registration form to the company via the applicable platform(s).



- **2.5 Registration Period** means the period during which Registrant may register for the freemium policy via the registration form on the applicable platform(s). We will limit the registration period at our discretion and without prior notice.
- **2.6 Coverage Start Date** means the date stated in the registration notification and is the day on which the insurance benefits under these Terms and Conditions effective.
- 2.7 Coverage End Date means the date stated in the registration notification and the day on which the insurance benefits under these Terms and Conditions terminate.
- **2.8 Policy Term** means the coverage period during which eligibility for the Benefits and Support Allowance is provided. The Policy Term for this product will begin on the Coverage Start Date and will end on the Coverage End Date.
 - Depending on your registration platform, we offer a free coverage which could be one (1) month, three (3) months, six (6) months, or one (1) year as the Policy Term. Please check the registration notification you received.
- **2.9 Insured Event** means the Hospital Confinement due to an accident, Death or Total and Permanent Disability resulting from accidental and non-accidental occurrences to the Life Assured.
- 2.10 Sum Assured (Benefit/Benefits/Support Allowance) means the amount of money which the claimant is eligible to receive, to be payable when the insured event(s) occurs, subject to the Terms and Conditions herein.
- 2.11 Claim Registration Date means the date, as recorded by the Company, on which the claimant has fully completed the claim request and submitted all claim documents required by the Company for payment of the insurance benefits according to these Terms and Conditions.
- 2.12 Doctor means an individual who is certified by an authorized hospital from the Ministry of Health (MoH) Laos or certified by other country Medical Association that recognized to International Medical Association to offer treatment and has the right to diagnose the disease, prescribe medicine and conduct medical procedures to treat the patients.
 - **Doctor** shall not have legal relationship with to Policy Owner/Life Assured/Beneficiary as such: Policy Owner/Life Assured/Beneficiary's spouse, father (including stepfather), mother (including stepmother), son (including stepson), son's wife, daughter (including stepdaughter), daughter's husband, brother (including stepbrother) and sister (including stepsister), or the Policy Owner/Life Assured/Beneficiary. when treatment, diagnose the disease, prescribe medicine, and conduct medical procedures to Life Assured.



- 2.13 Accident means an event caused solely and directly by violent, unexpected and external means, and is independent of all other causes such as illness or disease of the Life Assured.
- **2.14 Motorcycle Accident** means the accident that happens while the Life Assured is riding or traveling by motorcycle.
- **2.15 Total and Permanent Disability (TPD)** means a state of incapacity, which is total and permanent and takes the form of:
 - (i) Total and irrecoverable loss of sight in both eyes; or
 - (ii) Total and irrecoverable loss of the use of two limbs at or above the wrist or ankle; or
 - (iii) Total and irrecoverable loss of the sight in one eye, and total and irrecoverable loss of the use of one limb at or above the wrist or ankle; or
 - (iv) Total and irrecoverable loss of speech; or
 - (v) Total and irrecoverable loss of hearing in both ears.

In this definition, complete loss and permanent irrecoverability of:

- (i) eye(s) means physical loss of eyes or complete blindness,
- (ii) arm(s) means total and irrecoverable loss of the use of limb(s) at or above the wrist(s), and
- (iii) leg(s) means total and irrecoverable loss of the use of limbs at or above the ankle.

In case of complete loss and permanent irrecoverability of of the aforementioned lists, such certification may be carried within 6 months of the date of the accident.

In case of permanent paralysis, the Total and Permanent Disability condition must be certified by a registered Hospital at provincial or capital level or above no sooner than three (3) months and not later than six (6) months from the occurrence of the accident or the date the paralysis condition is verified.

- 2.16 Hospital means an institution duly licensed and operating as one according to law, to care and treat sick or injured bed patients. It must have facilities for diagnosis, major surgery and a 24-hour per day professional nursing service supervised by one or more Registered Medical Practitioners. This definition does not include any institution operating as a convalescent or nursing home, rest home, community hospital, home for the aged, a place for alcoholics or drug addicts and psychiatric hospitals, which are primarily for the treatment of mental illness and/or psychiatric disorders or any similar purpose.
- **2.17** Hospital Confinement means at least 24 hours of inpatient confinement to a hospital.



- 2.18 Medically Necessary Treatment means any treatment, tests, medication or stay in hospital or part of a stay in Hospital which is required for the medical management of the illness or injury suffered by the Life Assured; should not be of an experimental, investigational, research, cosmetic, preventive or screening nature; must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; must have been prescribed by a Registered Medical Practitioner, must conform to the professional standards widely accepted in international medical practice or by the medical community in Laos. The hospitalization should not be for the convenience of the person covered or the physician, and unable to be reasonably rendered out of hospital (if hospitalized).
- **2.19 Injury** means bodily injury sustained accidentally by external means.
- **2.20 Sickness** means a physical condition marked by a pathological deviation from the normal healthy state.

3. THE POLICY

The Policy includes these Terms and Conditions, the Insurance Application Form, and any amendments agreed between the Company and the Policy Owner and the Life Assured during the policy term.

4. MISREPRESENTATION OF MATERIAL INFORMATION

The Policy Owner and the Life Assured under the Policy have an obligation to disclose every fact material to our assessment of the risk of issuing the Policy and any of its coverage. If any information provided is inaccurate (such as the date of birth or gender), we will reassess the risk of issuing the Policy. If we deem the misrepresentation of information to be material or the Life Assured was not insurable under the Policy according to our requirements, all coverage relevant to that Life Assured shall be automatically void.

5. GEOGRAPHICAL COVERAGE FOR INSURANCE

The geographical coverage under this product is limited to the Lao PDR.

For the avoidance of doubt, if The Life Assured travels outside of Laos and encounters the insured event(s). The company has the right to decline a claim.

6. BENEFICIARY

While this Policy is in effect, you may change the Beneficiary during the Policy Term, Beneficiary designation can add or make a change by submitting request through our Customer Service Centre via telephone at +856 21 211123 and WhatsApp: +856 20 5601 2904. Or via our Prudential Life Assurance (Lao) Company Limited office at 5th floor Vientiane Center building, Khu Vieng Road, Nongchan village, Sisattanak district, Vientiane capital, Lao PDR.



Upon the update of Beneficiary request, please provide:

Your PRULife Guard (freemium version)'s Policy number

Beneficiary Details:

- First name and Last name
- Gender
- Copy ID Card or Passport
- Copy of Family book
- Date of Birth
- Relationship with Life Assured
- Contact number.
- Proof of relationship (Please attach the document that can prove the relationship between Life Assured's and Beneficiary. To confirm that there is an insurable interest relationship exist between the Beneficiary and the Life Assured)

Once the approval/rejection is made, Our Customer service team will inform you.

- **6.2** Lack of documents to prove the legal relationship of between Beneficiary and Life Assured will lead to non-payment of claim.
- **6.3** The Company is not responsible for the legality of the designation of the Beneficiary.

7. BENEFITS

The amount of money which the Life Assured or the Beneficiary are eligible to receive as insurance coverage if the insured event(s) happened to Life Assured, subject to the Terms and Conditions herein:

7.1 Accidental Death (AD) and Total and Permanent Disability (ATPD) Sum Assured is the amount of money for which the Life Assured has as insurance coverage, to be payable when the relevant insured event(s) occurs, subject to the Terms and Conditions herein.

Accidental Death Benefit (AD)

In the event that the Life Assured sustains accidental bodily injury which directly and independently of all other causes results in death while the Policy is still in effect, the Company shall pay to the Beneficiary 100% of this Benefit Sum Assured.

Accidental Total and Permanent Disability Benefit (ATPD)

In the event that the Life Assured is afflicted with TPD due to an Accident while the Policy is still in effect, the Company shall pay to the claimant 100% of this Benefit Sum Assured.

Injury must occur within one hundred eighty (180) days of the Accident.

At time of evaluation of the claim, we shall have the right to have the Life Assured examined by a Registered Medical Practitioner of our choice.



Accidental Death (AD) and Accidental Total and Permanent Disability (ATPD) Benefit due to motorcycle

In the event of the accident that resulted in Death/TPD of the Life Assured occurs while the Life Assured is riding or traveling by motorcycle during the Policy Term, the Company shall pay to the Beneficiary/claimant 50% of this Benefit Sum Assured.

Injury must occur within one hundred eighty (180) days of the Accident.

For the avoidance of doubt and controversy, the benefits mentioned in this clause will be paid for the earliest event of the accident that resulted in the Life Assured's Death/TPD, regardless of whether it was caused by a motorcycle or by any other cause.

7.2 Death Benefit

In the event that the Life Assured dies during the Policy Term, the Sum Assured is payable as a lump sum payment.

The lump sum payment for this benefit that we will provide will depend on your registration platform, starting from 1,000,000 kip for Silver plan or 1,200,000 kip for Gold plan or 1,500,000 kip for Diamond plan, subject to the offer according to the platform you applied.

7.3 Accidental hospitalization (AH) support allowance

The Company shall pay this Support Allowance to the Life Assured or the Beneficiary as a lump sum amount in case the Life Assured suffers a Hospital Confinement due to Accidental Injuries, during the Policy Term.

The Support Allowance that we will provide will depend on your registration platform, starting from 350,000 kip for Silver plan or 450,000 kip for Gold plan or 550,000 kip for Diamond plan, subject to the offer according to the platform you applied.

Injury must occur within thirty (30) days of the Accident.

The Hospital confinement should be deemed to be Medically Necessary by a Registered Medical Practitioner. At the time of evaluation of the claim, we shall have the right to have the Life Assured examined by a Registered Medical Practitioner of our choice.

8. CLAIM PROCEDURE

- **8.1** The Company is liable to pay the benefits under the Policy to the person(s) entitled to receive the benefits according to these Terms and Conditions, provided that we receive required and satisfactory evidence. The following documents shall be required for the assessment of claims:
 - (i) A complete Claim Form, as per Company's standards requesting the payment of the insurance benefit; and
 - (ii) Copy of Death certificate and must be certified by the relevant authority; and



- (iii) Copy of Laos ID or passport of the Beneficiary or Life Assured; and
- (iv) Copy of Family Book (where applicable) of the Beneficiary or Life Assured; and
- (v) Copy of Bank account details of the Life Assured or Beneficiary for payment of the claim; and
- (vi) Documents to prove the legal relationship between Beneficiary and Life Assured; and
- (vii) Other documents or evidence which are important for the claim assessment might be requested on a case-to-case basis; and
- (viii) The required document/certificate shall be stamped by a notary public in either Lao or English translation with the costs to be borne by the claimant.

The following document shall be required for the assessment of Accidental Hospitalization (AH) support allowance claims:

(ix) Original hospitalisation bill and payment receipts.

In the case where related documents which are considered to be important for evaluating a claim, for example a death certificate, medical report, evidence of accident and other are collected and if there is a cost the claimant will be responsible for all of the cost.

In case of claim, the claimant can report the claim to the respective Financial Consultants or contact the Company's claim team via our Prudential Life Assurance (Lao) Company Limited office at 5th floor Vientiane Center building, Khu Vieng Road, Nongchan village, Sisattanak district, Vientiane capital, Lao PDR; or Contact our Customer Service Centre at Info@prudential.la or via telephone at +856 21 211123. or more information at Prudential Laos website: Make a claim | Prudential Laos

- **8.2** The time limits for claiming the benefits under the Policy shall be as following:
 - Three (3) months after the death of the Life Assured; Or
 - Three (3) months from the issuance of the assessment of the health authority on the Accidental Total and Permanent Disability of the Life Assured.

The time limits for claiming of Accidental Hospitalization (AH) support allowance shall be as following:

• Within thirty (30) days of the last day of discharge of the Life Assured from Hospital Confinement.

The Company is responsible for assessing the claim request within thirty (30) working days after the Claim Registration Date.

- **8.3** The payment of insurance benefits shall be made in the order as below:
 - (i) the Life Assured; or
 - (ii) the Beneficiary then in effect under your Policy; or



(iii) the Life Assured's legitimate successor.

9. POLICY SURRENDER

The Life Assured has the right to surrender their Policy, at any time during the Term of the Policy. The Life Assured can request for the surrender of the Policy, by using the Surrender Request Form provided by the Company. However, it is in the best interest of the Life Assured to have the Policy continue for the full Policy Term to optimise the benefits from the Policy.

The effective date of the Surrender request would be the date when the Company receives the duly signed and fully filled in Surrender Request Form from the Life Assured.

On receipt of the Surrender Request Form, the Company shall terminate your policy in our records. Thus, your policy will no longer be effective.

10. TERMINATION OF THE POLICY

The Policy will be automatically terminated due to any one of the following conditions:

- **10.1** Upon death of the Life Assured, or
- **10.2** The Policy Owner, the Life Assured, the Beneficiary breaches the terms of the Policy; or
- **10.3** The Policy is surrendered in accordance with Clause **9**; or
- 10.4 Upon end of Policy Term; or
- 10.5 The Life Assured has reached age of 61 years (age last birthday); or
- 10.6 The Policy is terminated in accordance with the Terms and Conditions; or
- 10.7 Other situations as may be stipulated by the existing insurance laws; or
- 10.8 The Company will terminate the policy and decline to pay claims should we learn that any individual associated with the Policy is named on any Sanctions list or were continuing with the Policy would expose the Company to any Sanction. Sanctions means restrictive measures imposed on targeted regimes, countries, governments, entities, individuals and industries by international bodies or governments in Lao PDR or outside of Lao PDR.

11. EXCLUSIONS

11.1 Exclusion on Death Claim

The Company reserves the rights to decline to the Beneficiary a Death benefit as stipulated in Clause **7**, if the Death of the Life Assured is caused directly or indirectly by any of the following:

- (i) Suicide or attempted suicide, self-inflicted injury, whether sane or insane; or
- (ii) Any Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof; or



- (iii) Committing or attempting to commit by the Policy Owner, the Life Assured, or the Beneficiary/Beneficiaries a criminal offence; or
- (iv) Drugs or stimulator abuse, abusively using alcohol or driving vehicles under the influence of alcohol as defined in current laws and regulations; or
- (v) Pre-existing conditions, sickness, disease or impairment from which the Life Assured is suffering and has consulted a doctor prior to the coverage start date.

11.2 Exclusion on Accidental Claims

The Company reserves the right to deny a claim that is caused by an accident. If the Accident leading the Life Assured to an insured event(s) is caused directly or indirectly by any of the following:

- (i) Suicide or attempted suicide, self-inflicted injury, whether sane or insane; or
- (ii) Any Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof; or
- (iii) Committing or attempting to commit a criminal offence by the Policy Owner, the Life Assured, or the Beneficiary; or
- (iv) Drugs or stimulators or alcohol abuse, or their complications. This includes driving vehicles under the influence of alcohol as defined in current laws and regulations; or
- (v) Participation in dangerous sporting activities, including but not limited to scuba diving, mountain climbing, parachuting or any high-speed races, or in professional sporting activities; or
- (vi) Any travelling in an aircraft other than as a pilot or a member of a crew or a fare paying passenger in a commercial aircraft licensed for passenger service on scheduled flights over established routes only; or
- (vii) Pregnancy, birth-giving or their complications (i.e.: miscarriage, abortion); or
- (viii) War, invasion, acts of foreign countries (whether with or without war declaration), hostilities, act of terrorism, civil war, rebellion, participation in illegal acts, revolution, insurrection, military or usurped power, riot or civil commotion; or
- (ix) Any disease or infection caused by worm infestation or insect/animal bite including but not limited to mosquito bite; or
- (x) Pre-existing conditions, sickness, disease or impairment from which the Life Assured is suffering due to an Accident prior to the coverage start date. Unless the Life Assured was insured under this Policy at the time the Accident took place.

When a claim is declined according to this Clause, the policy will terminate.

12. POLICY ALTERATIONS



- **12.1** The Life Assured must inform the Company in writing about any changes of your residential address. Where the Life Assured no longer lives in Laos PDR, the condition will subject to clause 5.
- 12.2 If the Life Assured changes his/her Identification Card, Passport or any other identification document which was used to register the Policy, then the Life Assured shall have to give a written notice to the Company specifying complete changes in such Identification Card, Passport, or any other identification document(s). The revised conditions shall come into effect upon the Company issuing its written approval of the modifications and shall constitute a formal and legal part of the Policy.

13. CONFIDENTIALITY CLAUSE

All information of Policy Owner and/or Life Assured provided to the Company will be strictly kept confidential and no personal and/or medical information will be disclosed to any third party unless:

- (i) Prior consent is given to the Company; or
- (ii) The disclosure is required or permitted by laws or existing regulatory provisions.

14. SETTLEMENT OF DISPUTE

For any dispute arising in relation to the conduct of insurance business, the disputing parties may bring the case to Ministry of Finance (MOF) for mediation before filing a lawsuit to arbitration or a competent court where Prudential Laos is located, except a criminal case.

15. JURISDICTION

This insurance contract shall be under the jurisdiction of Lao People's Democratic Republic.

16. SANCTION

Regardless of anything to the contrary contained in the Policy, if

- (i) The Company learns or is notified that the Policy Owner, the Life Assured or any other Beneficiary named at the application stage, nominee, Beneficiary, individual or entity that is associated with this Policy (including any payor) is named on any Sanctions list, or
- (ii) If the Company or any bank or other relevant third party could be found to be in breach of Sanctions obligations as a result of taking any action under this Policy, then the Company may terminate this Policy with immediate effect; and/or take any other action it may deem appropriate, including but not limited to notifying any relevant government authority, withholding any payments, freezing any monies paid to it, and transferring any such payments or monies to any relevant government authorities.

The Company shall not be liable for any losses of whatever nature that the Policy Owner or anyone else may incur as a result of it acting under this clause.

This clause, and the Company's ability to claim for any losses that it may incur arising out of the operation of this clause, shall survive any termination of this Policy.

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