

TERMS AND CONDITIONS OF PRODUCT TYPE – NON-PAR ENDOWMENT

PRODUCT NAME – PRUlife Protect

1. BRIEF PRODUCT DESCRIPTION

This life insurance product provides the benefits of life insurance coverage during the continuance of the policy and guaranteed maturity benefit at maturity of the policy. The optimal benefits of this product are potentially realised when the product is held for the full term of the policy. 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 Policy Owner and “**we**”, “**us**”, “**our**”, “**ours**” or “**the Company**” means Prudential Life Assurance (Laos) Company Limited.

- 2.1 **Annual Policy Anniversary** is the annual anniversary date of the Policy Effective Date.
- 2.2 **Basic Plan** means the life insurance product with the name stated in the Life Insurance Certificate.
- 2.3 **Basic Plan Premium** is the amount of money that the Policy Owner agrees to pay for the Basic Plan. The method and frequency of payment of Basic Plan Premium is stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any.
- 2.4 **Beneficiary** is any organisation or individual designated by the Policy Owner to receive the insurance benefits according to the Terms and Conditions herein.
- 2.5 **Cash Value** means the guaranteed cash amount (minus medical examination fees and outstanding debts, if any) which is payable to the Policy Owner if the Policy is terminated before it attains maturity, provided that the Policy is in full force:
- (i) For twenty four (24) continuous months from the Policy Effective Date; and
 - (ii) At the time of termination.
- 2.6 **Claim Registration Date** is 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.
- 2.7 **Death or Total and Permanent Disability due to an Accident** is a death or Total and Permanent Disability resulting from an unforeseen and involuntary event, which directly causes death or Total and Permanent Disability, due to violent, external and visible means, and is independent of any other cause such as illness or disease of the Life Assured. A death or Total and Permanent Disability caused due to suicide, attempted suicide or a self-inflicted injury by the Life Assured, whether in sane or insane condition, at any time while the Policy is in force, will not be considered as a Death or Total and Permanent Disability due to an Accident.



- 2.8 **Grace Period** means a period of thirty (30) days after the Premium Due Date, available to the Policy Owner to pay the unpaid Premiums. If the due Premium(s) is not received before the expiry of Grace Period, the Policy shall acquire lapsed status, with the effective date of lapse being the unpaid Premium due date and not the end of the Grace Period.
- 2.9 **Initial Premium** is the Premium amount the Policy Owner submits together with the Insurance Application Form.
- 2.10 **Life Assured** means any individual who resides in Laos PDR and is accepted by the Company for insurance under the Terms and Conditions herein.
- 2.11 **Policy Effective Date** is stated in the Life Insurance Certificate and is the date on which the Policy Owner duly completes the Insurance Application Form and has paid the full amount of the Initial Premium, provided that the Policy Owner and the Life Assured must still be alive on the Policy Issuance Date.
- 2.12 **Policy Issuance Date** is the date the Company issues the Life Insurance Certificate to the Policy Owner and is stated in the Life Insurance Certificate.
- 2.13 **Policy Owner** means any organisation operating within Laos PDR, or individual who is residing in Laos PDR and is eighteen (18) years old and above, having full capacity for civil acts, and is the person who fills in and signs the Insurance Application Form and pays the Premium. The Policy Owner must have an Insurable Interest in the Life Assured. The Policy Owner shall have an Insurable Interest towards the following:
- The Policy Owner herself/himself;
 - Legitimate spouse, children, and parents of the Policy Owner;
 - Siblings, legitimate guardian;
 - Others, if the Policy Owner has to suffer a heavy financial loss if the Life Assured dies;
 - Employees, in the case that the Policy Owner is an organisation.
- 2.14 **Policy Term** can be chosen from three available options of ten (10) years, twelve (12) years, or fifteen (15) years. Once chosen, the Policy Term cannot be changed during the continuance of the Policy.
- 2.15 **Premium** is the amount of money that the Policy Owner will pay to the Company according to the method and frequency agreed between the parties, and as mentioned in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any.
- 2.16 **Premium Due Date** means the day on which the payment of the Premium amount is due according to the frequency of payment stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any.
- 2.17 **Processing Fee** has the meaning ascribed to it in Article 10 of these Terms and Conditions.
- 2.18 **Rider(s)** means additional benefit(s) that the Policy Owner can choose to purchase along with the Basic Plan. The Policy Owner shall have to pay additional Rider(s) Premiums to avail of the Rider benefits.
- 2.19 **Rider(s) Premium** is the amount of money that the Policy Owner agrees to pay for the chosen Rider(s). The method and frequency of payment of Rider(s) Premium is stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any.



- 2.20 **Sum Assured** is the amount of money which the Policy Owner would like to have as the insurance coverage in the Basic Plan, to be payable when the relevant insured event(s) occur, subject to the Terms and Conditions herein.
- 2.21 **Temporary Coverage Period** has the meaning ascribed to it in Article 4 of these Terms and Conditions.
- 2.22 **Temporary Coverage Period Benefit** mean an insurance benefit payable by the insurance company to the Life Assured due to an accidental death arising between the date of receipt of the insurance Form and the Initial Premium, and the date the insurance company issues the Life Insurance Certificate or declinature or postponement of the Insurance Application Form.
- 2.23 **Total Premium** consists of the Basic Plan Premium and the Rider(s) Premium, if any. The Policy Owner shall also be liable to pay any taxes on the Total Premium and taxes applicable to the issuance of the Policy, if any.
- 2.24 **Total and Permanent Disability** means the Life Assured suffers from complete loss and permanent irrecoverability, or permanent paralysis, of:
- Two arms; or
 - Two legs; or
 - One arm and one leg; or
 - Two eyes; or
 - One eye and one arm; or
 - One leg and one eye.

In this definition, complete loss and permanent irrecoverability of: (i) eye(s) means physical loss of eyes or complete blindness, (ii) arm(s) means loss above the wrist, and (iii) leg(s) means loss above the ankle.

In case of complete loss and permanent irrecoverability of arm(s) or leg(s) or eye(s), such certification may be carried out at any time within the Policy Term and when the Policy is in full force.

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 six (6) months and not later than nine (9) months from the occurrence of the accident or the date the paralysis condition is verified.

3. THE POLICY

The Policy includes these Terms and Conditions, the Schedule(s) annexed hereto, the Rider(s) Terms and Conditions (if any), the Life Insurance Certificate, the Insurance Application Form, the Insurance Benefit Illustration, the Company's approval for any reinstatement of the Policy (if any), and any amendments agreed between the Company and the Policy Owner during the establishment and carrying out of the Policy.

4. TEMPORARY INSURANCE

The Company will pay the Temporary Coverage Period Benefit if the Life Assured that applied for the Basic Plan coverage dies due to an accident during the Temporary Coverage Period. The insured is covered by only one Temporary Coverage Period Benefit at a time regardless of how many applications are pending.

The Temporary Coverage Period begins on the date of receipt of your Insurance Application Form and the Initial Premium. The Temporary Coverage Period terminates on the date we issue the Life Insurance Certificate or we decline or postpone your application in writing.



The death due to accident must result directly or indirectly from an unintentional, sudden and traumatic event caused solely by external, violent, unforeseeable and visible means, occurring during the Temporary Coverage Period.

The Temporary Coverage Period Benefit shall not be paid if the death of the Life Assured is caused due to any conditions listed in Article 18.

Once the Temporary Coverage Period Benefit has been paid, the Initial Annual Premium will not be returned by the Company. However, in case the Initial Annual Premium paid is greater than twenty million LAK (LAK 20,000,000), the Company will return the Initial Annual Premium received by the Company, without any interest, instead of paying the Temporary Coverage Period Benefit. In the event the Initial Annual Premium paid is smaller than twenty million LAK (LAK 20,000,000), the Company will pay twenty million LAK (LAK 20,000,000) for annual payment mode or twenty million LAK (LAK 20,000,000) minus the remaining unpaid first year instalment premium(s) for monthly and semi-annual payment modes.

In the case that Temporary Coverage Period Benefit is not payable, the company will return the Initial Premium received, without any interest.

The Policy shall cease to exist with the payment of this benefit and no other benefits under the Policy shall be applicable.

5. FREE-LOOK PERIOD

Should you decide not to continue with the Policy, you can cancel the Policy within twenty one (21) days from the day the Company has issued the Policy. This period is known as the Free Look Period. If the Policy is cancelled within the Free-Look Period, we shall refund to the Policy Owner the following:

- (i) All Basic Plan Premium received by the Company; plus
- (ii) All Rider(s) Premium received by the Company, if any; minus
- (iii) Medical examination fees, if any; minus
- (iv) Other fees, if any; minus
- (v) Outstanding Charges, if any.

Once the refund is done, the Policy shall cease to exist from the Policy Issuance Date.

6. MISSTATEMENT OF AGE AND SEX

If the date of birth or gender of a Life Assured has been misstated, the Total Premium or the Sum Assured or both shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct age or sex, whichever is the case.

If at the correct age, the Life Assured was not insurable under the Policy according to our requirements, all coverage relevant to that Life Assured shall be automatically void and we will refund:

- (i) All Basic Plan Premium received by the Company; plus
- (ii) All Rider(s) Premium received by the Company, if any; minus
- (iii) Medical examination fees, if any; minus
- (iv) Outstanding charges, if any.

7. MISREPRESENTATION OF MATERIAL INFORMATION



You 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, we will reassess the risk of issuing the Policy and determine the Total Premium and revise the Sum Assured accordingly.

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 and we will refund:

- (i) All Basic Plan Premium received by the Company; plus
- (ii) All Rider(s) Premium received by the Company, if any; minus
- (iii) Medical examination fees, if any; minus
- (iv) Outstanding fees, if any.

8. BENEFICIARY

You shall nominate the Beneficiary/Beneficiaries in the Insurance Application Form. While the Policy is in effect and during the lifetime of the Life Assured, you may change the Beneficiary with respect to the Policy by filing a written request with us. Such change is valid only if approved by us with the consent from Life Assured, while the Policy is in effect.

We are not responsible for the legality or validity of the designation of the Beneficiary/Beneficiaries.

9. PREMIUM

The Total Premium and the frequency for payment of Total Premium are stated in the Life Insurance Certificate or the latest Alteration Confirmation Letter, if any. The Policy Owner shall be liable to pay any taxes applicable to an issued Policy, if any.

The Total Premium is processed by us as follows:

- (i) The Basic Plan Premium received shall be utilised to provide for the Basic Plan benefits only.
- (ii) The Rider(s) Premium received, if any, shall be utilised to provide for the Rider benefits as stated separately in the Rider(s) Terms and Conditions.

10. FEES AND CHARGES

At any time and from time to time, we in our sole discretion may determine a Processing Fee and the method of charging, payable in respect of the exercise by you of any of the options set out herein or in respect of any reinstatement of the Policy as may be requested by you and approved by us. Any such Processing Fee shall be introduced subject to any relevant local regulations.

11. POLICY SURRENDER

This is a long-term Policy and it is in the best interests of the Policy Owner to have the Policy continue for the full Policy Term to optimise the benefits from the Policy.

However, you have the right to surrender your Policy at any time during the Policy Term. You can request for the surrender of the Policy by using the Surrender Request Form provided by the Company. The effective date of your surrender request would be the date when the Company receives the duly signed and fully filled-in Surrender Request Form from you.



On receipt of your Surrender Request Form, the Company shall pay the Policy Owner the applicable Cash Value. Once we pay the Cash Value, the Policy shall cease to exist and no benefits under the Policy shall be applicable.

12. LAPSED POLICY CONDITIONS

The Policy will lapse if the Premium due remains unpaid after the expiry of the Grace Period. The date of lapse would be the unpaid Premium due date and not the end of the Grace Period.

After the Policy has lapsed, all the insurance benefits available would cease to exist and the Policy acquires lapsed status.

Once the Policy has lapsed, the Policy Owner has the following options:

- (i) Reinstate the Policy within twenty four (24) months from the date of lapse by paying all unpaid Premium and interest, if any. The Life Assured shall be subject to prevailing underwriting requirements.
- (ii) The Policy Owner would have the option to surrender the Policy and get the Cash Value applicable as on the date of the lapse of the Policy.

13. POLICY REINSTATEMENT

Should your Policy acquire lapsed status in accordance with Article 12, you can request that it be reinstated within twenty four (24) months from the date of lapse but not later than the Policy maturity date. Reinstatement is subject to the following:

- (i) The Life Assured must not have attained the age of sixty (60) at the time of the reinstatement;
- (ii) All unpaid Premiums, including Basic Plan Premium, Rider(s) Premiums, any extra Premium as may be applicable to your Policy, since inception and any other Premium related taxes (if any); or the reinstatement amount as determined by the Company at the time of reinstatement; plus the next Premium payment must be paid. The next Premium payment shall be equal to:
 - Three (3) months Premium for monthly payment mode; or
 - Six (6) months Premium for semi-annual payment mode; or
 - One (1) year Premium for annual payment mode.
- (iii) Reinstatement is subject to prevailing underwriting requirements.

If the Policy Owner does not reinstate the Policy within twenty four (24) consecutive months of the date of lapse, or prior to the Policy maturity date, whichever is earlier, then the Company shall terminate the Policy and pay the Cash Value, applicable as on the date of lapse.

14. PAYMENT OF CLAIMS

14.1 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 completed claim form, as per the Company standards, requesting payment of the insurance benefits;



- (ii) Original Life Insurance Certificate and Alteration Confirmation Letter(s), if any;
- (iii) Appropriate evidence of the right of the claimant to receive the benefit; and
- (iv) All relevant documents such as Death Certificate, Total and Permanent Disability Certificate, evidence of the accident and other certifications issued by a competent authority, with the costs to be borne by the claimant; and
- (v) Any other facts and/or documents which we may consider as material to the assessment of the claim, with the costs to be borne by the claimant.

14.2 The time limits for claiming the benefits under the Policy shall be as follows:

- (i) Twelve (12) months after the death of the Life Assured; or
- (ii) Twelve (12) months from the issue of the assessment of the health authority on the Total and Permanent Disability of the Life Assured.

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

14.3 The payment of insurance benefits shall be made according to the following descending order:

- (i) the Policy Owner; or
- (ii) the Beneficiary then in effect under your Policy; or
- (iii) the Policy Owner's legitimate successor.

15. SETTLEMENT OF DISPUTES

Any dispute arising in connection with the Policy, if failing to be settled through conciliation between the parties, shall be referred by either party to the court where the Company's head office is located for settlement. Court fees shall be borne by the losing party. The time limits for initiating a lawsuit shall be within thirty six (36) months from the date of dispute.

16. TERMINATION OF THE POLICY

The Policy shall terminate on the earliest of the following:

- i. The Policy Owner breaches the terms of the Policy; or
- ii. The Policy is surrendered in accordance with Article 11; or
- iii. The Policy is not reinstated within twenty four (24) months of attaining lapsed status; or
- iv. The Basic Plan is terminated; or
- v. Other situations as may be stipulated by the existing insurance laws.

17. BENEFITS

17.1 Death / Total and Permanent Disability (TPD) Benefit

- A. Subject to Article 18, in the event of the death of the Life Assured or the Life Assured suffers from Total and Permanent Disability, not caused by an accident, while the Policy is still in effect, the Company shall pay the Sum Assured to the claimant:



- (i) The Sum Assured is 200% of total annual premiums paid over the policy term (if the Life Assured is aged between 18 – 39) or The Sum Assured is 150% of total annual premiums paid over the policy term (if the Life Assured is aged between 40 – 50), and other benefits (if any) as stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any; minus
- (ii) Any outstanding amount due to the Company, if any.

B. Subject to Article 18, in case of Death or Total and Permanent Disability due to an Accident, the Company shall pay the Sum Assured to the claimant:

- (i) The Sum Assured is 400% of total annual premiums paid over the policy term (if the Life Assured is aged between 18 - 39) or The Sum Assured is 300% of total annual premiums paid over the policy term (if the Life Assured is aged between 40 – 50), and other benefits (if any) as stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any; minus
- (ii) Any outstanding amount due to the Company, if any.

The Policy shall be terminated upon the payment of this benefit.

17.2 Maturity Benefit

If the Basic Plan is still in effect on the date of maturity, the Company shall pay to the Policy Owner:

- (i) the guaranteed maturity benefit as a lump sum amount, following the date of maturity and as stated in the Life Insurance Certificate; minus
- (ii) Any outstanding amount due to the Company, if any.

18. EXCLUSIONS

18.1 Exclusion on death/Total and Permanent Disability claim

The Company reserves the right to decline a death or Total and Permanent Disability claim that is not caused by an accident as stipulated in Article 17.1.A, if the death or Total and Permanent Disability 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, within two (2) years after the Policy Effective Date, or the effective date of any reinstatement of the Policy, whichever is later; 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/Beneficiaries; or
- (iv) Drugs or stimulators or alcohol abuse, or their complications.

In such cases, where the Company declines the claim request as per the Sub-Article 18.1, the Company shall instead pay an amount equal to:

- (i) All Basic Plan Premium received by the Company; plus;
- (ii) All Rider(s) Premium received by the Company, if any; minus
- (iii) Any medical examination expenses incurred; minus



- (iv) Any outstanding amount due to the Company, if any.

18.2 Exclusion on Death and Total and Permanent Disability due to an Accident

All exclusions listed in Sub-Article 18.1 are also applicable for Death or Total and Permanent Disability due to an Accident benefit claims as stipulated in Article 17.1.B. In addition to these, the Company reserves the right to decline a Death or Total and Permanent Disability due to an Accident benefit claim, should the Death or Total and Permanent Disability due to an Accident of the Life Assured be caused directly or indirectly by any of the following:

- (i) Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any high speed races, or in professional sport activities; or
- (ii) Participation in aviation activities except as a fare-paying passenger on a multi-engine, scheduled and licensed commercial aircraft; or
- (iii) Using drugs or stimulators, abusively using alcohol or driving vehicles under the influence of alcohol as defined in current laws and regulations; or
- (iv) War or aggressive acts, including invasions, acts of foreign countries, enemy's acts (whether with or without war declaration), civil wars, insurrections, revolutions, riots, interference by military authorities or usurpation; or
- (v) Pregnancy, birth-giving or their complications; or
- (vi) Any disease or infection caused by worm infestation or insect / animal bite including but not limited to mosquito bite.

If a Death or Total and Permanent Disability due to an Accident claim is declined pursuant to Sub-Article 18.2, but the claim would not be rejected under Sub-Article 18.1, the Company shall pay an amount equal to:

- (i) the Sum Assured as stated in the Life Insurance Certificate or its latest Alteration Confirmation Letter, if any; minus
- (ii) Any outstanding amount due to the Company, if any.

19. POLICY ALTERATIONS

19.1 In case the Policy Owner is not the Life Assured, and if the Policy Owner dies while the Policy is still in force, the Life Assured shall have the option of naming a new Policy Owner. If the Life Assured does not do so, the Policy shall be terminated and the then applicable Cash Value is payable to the eligible party as per Sub-Article 14.3.

In case the Policy Owner is an organisation and this organisation is dissolved, bankrupt or ceases its operations, the Life Assured shall have the option of naming a new Policy Owner. If the Policy has not been assigned to the Life Assured, the Policy shall be terminated and the then applicable Cash Value is payable to the eligible party as per Sub-Article 14.3.

19.2 While the Policy is in force, the Policy Owner has the right to change the Beneficiary/Beneficiaries under the Policy. The Policy Owner shall have to give a written notice to the Company specifying the proposed change in Beneficiary/Beneficiaries, with the consent from Life Assured. 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.

- 19.3 The Policy Owner must inform the Company in writing about any changes of the Life Assured's residential address. Where the Life Assured no longer lives in Laos PDR, the Company may continue the Policy with the existing Total Premium or increase the Total Premium to continue the Policy, subject to the then existing underwriting guidelines of the Company, or terminate the Policy in which case the then applicable Cash Value is payable to the eligible party as per Sub-Article 14.3.
- 19.4 If the Policy Owner or the Life Assured changes his/her Identification Card, Passport or any other identification document which was used for buying the Policy, then the Policy Owner shall have to give a written notice to the Company specifying complete changes in such Identification Card, Passport or any other identification document. 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.
- 19.5 The Policy Owner has the right to make the following other alterations:
- (i) Change of the frequency of payment of Total Premium during the Policy Term; your premium payment frequency can be changed by sending the request form to us no later than 30 days before the date of your policy anniversary every year. Subsequently, your requested change will take effect on your policy anniversary date and cannot be changed on any other date.
 - (ii) Cancellation of any Rider(s) during the Policy Term.

The Policy Owner shall have to give a written notice to the Company specifying the proposed change. 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.

20. CHANGES IN THE LIFE ASSURED'S OCCUPATION

In case of any change in the occupation of the Life Assured the Policy Owner must notify the Company within thirty (30) days of the occurrence of such change; otherwise, the Company may refuse to make payments when the insurance event occurs. Within thirty (30) days from the date of its receipt of the completed document on the change in the Life Assured's occupation, the Company may decide whether to continue the insurance coverage with unchanged Total Premium, changed Total Premium or with special exclusion(s), or to terminate the Policy in which case we will pay the then applicable Cash Value.

This Article is applicable on the Basic Plan and all Rider unless mentioned otherwise in the Rider(s) Terms and Conditions.

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