ບໍລິສັດ AGL ປະກັນໄພລາວ
Assurances General Laos

Personal Accident
Policy Wording

In reliance upon the statement made in the proposal for insurance, which is considered a part of this Insurance Policy, and in consideration of the premium paid by the Insured, and subject to the General Conditions, Insuring Agreements, Exclusions, and attached Endorsements of this insurance policy, the Company agrees to the Insured as follows:

Coverage: In accordance with the Insuring Agreement and Endorsement attached.

General Conditions

1. Definitions: Applicable to this Insurance Policy and Endorsements

"Company or Insurer"	refers to the Company issuing this Insurance Policy.
"Insured"	refers to the person named as Insured in the Schedule.
"Subscriber"	refers to the Policy Holder in the Schedule.
"Schedule"	refers to the Schedule of this Insurance Policy.
"Accident"	refers to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured.
"Injury"	refers to bodily injury which is caused directly and solely from an accident and is independent from other causes.
"Total Permanent Disability"	refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation or any other occupation totally and permanently.
"Partial Permanent Disability"	refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation permanently but being able to perform other work for remuneration.
"Total Temporary Disability"	refers to disability to the extent of being unable to perform the normal duty in the Insured's regular occupation totally for a period of time.
"Partial Temporary Disability"	refers to disability to the extent of being unable to perform part of the normal duty in the Insured's regular occupation for a period of time or as a result following relieved from total temporary disability but still unable to perform the normal duty in the Insured's regular occupation fully for a period of time.
"Deductible"	refers to the amount of loss which is first borne by the Insured.
"Any Loss or Injury"	refers to bodily injury suffered by the Insured as a result of an accident and which causes death, dismemberment, loss of sight, disability, or requires the Insured to be medically treated.

2. Completeness of the contract and changes in the Insurance Policy:
This Insurance Policy together with the Insuring Agreements and Endorsements are forming part of the insurance contract. Any changes of wording in the contract must be approved by the Company and noted in the Insurance Policy or Endorsement before such changes shall be valid.

3. Report of Accident:
The Insured, the beneficiary or the representative of the said person, whichever the case may be, must report the accident to the Company without delay. In the event of death, an immediate notice must be made to the Company unless it can be proved that the circumstances make it impossible to do so and the notification is given to the Company as early as possible.

4. Proof of Loss:
In claiming for compensation, the Insured, the beneficiary or the representative of the said person, whichever the case may be, must furnish all necessary evidence as required at his own expense to the Company.
For death or disability claims, the evidence stated above must be given to the Company within 30 days from the date of death or the commencement of the disability. For other types of compensation, the evidence must be furnished within 180 days from the date of the accident.

Nevertheless, non-compliance within the specified time shall not jeopardize the right to claim if it can be proved that there is reasonable explanation why a claim could not be made in a timely manner and that the claim was filed as soon as possible.

For medical expenses claim, the original receipt must be presented. The Company will return the original receipt if it is not fully paid noting the amount already paid, so that the Insured can claim the balance from other Insurers, if any. If the Insured receives reimbursement from the government or other welfare, the Insured may submit a copy of the receipt together with the original statement showing the amount paid by the government or other welfare and claim the balance from the Company in accordance with policy Conditions.

5. Medical Examination:

The Company has the right to require a medical examination of the Insured including the autopsy if necessary, during the process of claim consideration at the expense of the Company

6. Indemnification:

Compensation for death will be paid to the beneficiary designated or to his/her inheritors or to his/her entitled spouse, without the payment being divisible with regard to the company. Other types of compensation will be paid to the Insured within the time specified below:

6.1 For loss under Insuring Agreements Items 1 and 4, the compensation shall be paid by the Company within 20 days after receipt of complete and proper proof of loss.

6.2 For loss under Insuring Agreement Items 2 and 3, Compensation shall be paid every 4 consecutive weeks throughout the period of disability but totally not exceeding 52 weeks.

In the event the Company wishes to investigate a claim for compensation under the Insuring Agreement, Items 6.1 or 6.2, the time specified may be extended if necessary but in no event shall this total period be more than 90 days after all documents received by the Company.

For any claim for compensation under Insuring Agreement Item 6.2, the time extension is allowed only for the first payment. The burden of proof for denying any claim under this Item lies on the Company. The Insured or the beneficiary must give all relevant facts in order to facilitate the claims process of the Company.

7. Limit of Liability:

During the insured period, the Company is not liable to compensate, as a result of the Insuring Agreement No. 1, any amount in excess of the amount specified in the Schedule. Whenever compensation under Insuring Agreement no.1 is paid in full, the coverage remains on the Policy is only that under Insuring Agreement No. 4 (if any).

8. Change of Occupation:

If the Insured suffers an injury while under a remunerated occupation which is considered more hazardous than which had been previously declared to the Company, the Company shall pay the compensation equal to the coverage amount of which the previously paid premium can buy for the new occupation.
If the Insured changes occupation to one which the Company considers as less hazardous, the Company will reduce the premium and refund it to the Insured on a pro rata basis as from the date of receiving such evidence of change.

9. Arbitration:

In case of argument, dispute, or appeal under this Policy between the person who is entitled for compensation versus the Company, and if so desired by that person to settle the disputed claim by use of arbitration, the Company must conform and allow the case to be judged by arbitration according to the Arbitrating Regulation governed by the Government Authority in charged of Insurance.

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10. Cancellation:

10.1 This policy will be cancelled at the end of each annual period of insurance when the insured reaches the age of 65 years old.
10.2 The coverage shall cease immediately upon the occurrence of any of Non-payment of premium within the grace period.
10.3 The Company may cancel this Insurance Policy by giving written not less than 30 days in advance by registered mail to the Insured at the last known address as declared to the Company. In such event, the Company shall refund the premium to the Insured on a pro-rata basis.
10.4 The Insured may cancel this Insurance Policy by giving written notice to the Company and shall be entitled to receive a refunded premium after deducting premium for the period that the policy has been in force. In this event, the company will refund the premium as below:

No. of day(s)	<30	31-60	61-90	91-120	121-150	151-180	181-210	211-240	241-270	271-300	301-330	331-365
%of Annual prem.	85	75	65	55	45	35	25	20	15	10	5	**0**

11. Automatic Termination of the Contract:
This Insurance Policy shall be automatically terminated should the Insured be imprisoned by lawful Authority, for which the premium shall be returned to the Insured on a pro-rata basis.

12. Precedent Condition:
The Company shall not be liable:
12.1 To compensate the Insured or other party under this insurance policy unless the Insured has complied with the insurance contract and the Conditions of this Policy.
12.2 Any stay out of the country where the contract is underwritten, which is longer than 90 consecutive days in anyone-year policy. (Countries bordering the Lao PDR with particular extra-premium)

13. Data Privacy Notice

The Company obtains and processes personal information for the purposes of preparing quotations, underwriting policies, collecting premiums, paying claims and for any other purpose which is directly related to administering policies in accordance with the insurance contract. The confidentiality of the Insured information is of paramount concern to The Company. The Insured has a right to access the personal data that is held about them. The Insured also has the right to request that The Company amend or delete any information which the Insured believes is inaccurate or out of date. The Company will not retain the Insured's data for longer than is necessary for the purposes for which it was obtained.

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for such things as receiving information on products and offers by us or persons we have an association with, please contact us.

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14. Others

Details of any other optional coverage requested and agreed by the applicant not stated in the present master policy will be attached as additional clause for its implementation. Applicants are required to read carefully and understand before signing and paying premium

Table 1: Digital Communication and Marketing Consent

DIGITAL COMMUNICATION CONSENT

BY agreeing to purchase this insurance, you agree to receive via SMS and/or via e-mail by the mobile number and/or e-mail address provided herein above, respectively on contract renewal notice, premium and/or claim payment status and any information of your interest on this insurance. Please visit https://www.azlaos.com to view Assurances General Laos Data Privacy Notice.

ການອະນຸຍາດໃຫ້ສື່ສານຜ່ານຊ່ອງທາງດິຈິຕອນ

ໂດຍການຕົກລົງຊື້ສັນຍາປະກັນໄພນີ້, ທ່ານໄດ້ຕົກລົງທີ່ຈະໄດ້ຮັບຂໍ້ມູນກ່ຽວກັບການແຈ້ງຕໍ່ສັນຍາ, ການແຈ້ງສະຖານະການຊໍາລະຄ່າທໍານຽມປະກັນໄພ ແລະ/ຫຼື ການຈ່າຍສິນທິດແທນປະກັນໄພ ແລະ ຂໍ້ມູນອື່ນໆທີ່ເປັນປະໂຫຍດສໍາລັບທ່ານກ່ຽວກັບການປະກັນໄພ ຜ່ານທາງຂໍ້ຄວາມສັ້ນ (SMS) ທາງໂທລະສັບ ແລະ/ຫຼື ອີເມວ ຕາມທີ່ທ່ານສະໜອງໃຫ້ໃນໃບສະເໜີເອົາປະກັນໄພນີ້. ທ່ານສາມາດເຂົ້າເບິ່ງລາຍລະອຽດແຈ້ງການກ່ຽວກັບຂໍ້ມູນຄວາມເປັນສ່ວນຕົວໄດ້ທີ່ https://www.azlaos.com

MARKETING CONSENT

BY purchasing this insurance, you give consent to Assurances General Laos to use your personal information for the marketing purpose of the company e.g. communication on product/service, promotional activities, carrying out lucky draws, marketing surveys, and other information which you may be interested in. in the event you would like to withdraw your marketing consent, please send SMS consent “123” to +856 20 56689805 or opt-out via My Insurance Web and My Insurance App.

ການອະນຸຍາດໃຫ້ສື່ສານຂໍ້ມູນການຕະຫຼາດ

ໂດຍການຕົກລົງຊື້ປະກັນໄພນີ້, ທ່ານອະນຸຍາດໃຫ້ ບໍລິສັດ ປະກັນໄພລາວ, ນໍາໃຊ້ຂໍ້ມູນສ່ວນຕົວຂອງທ່ານເພື່ອຈຸດປະສົງໃນການຕິດຕໍ່ ແລະ ສົ່ງຂໍ້ມູນທາງການຕະຫຼາດຂອງບໍລິສັດ ເຊັ່ນ: ການບໍລິການ ແລະ ຜະລິດຕະພັນປະກັນໄພ, ກິດຈະກໍາສົ່ງເສີມການຂາຍ, ການຈັບສະຫຼາກຊິງໂຊກ, ການສໍາຫຼວດຕະຫຼາດ, ແລະ ຂໍ້ມູນອື່ນໆທີ່ທ່ານອາດຈະມີຄວາມສົນໃຈ. ຖ້າທ່ານບໍ່ອະນຸຍາດໃຫ້ໃຊ້ຂໍ້ມູນສ່ວນຕົວເພື່ອຈຸດປະສົງດັ່ງກ່າວ ທ່ານສາມາດແຈ້ງປະຕິເສດຮັບຂໍ້ມູນ ໂດຍການສົ່ງຂໍ້ຄວາມສັ້ນ (SMS) ພິມຄໍາວ່າ “ 123 “ ສົ່ງໄປທີ່ເບີ +856 20 56689805 ຫຼື ແຈ້ງຜ່ານທາງ My Insurance Web ແລະ My Insurance App.

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INSURING AGREEMENTS

The Company affords coverage only for the Insuring Agreement which has an amount of liability stated in the Schedule for that Item.

This insurance covers any losses or injuries to the Insured arising from bodily injury, which is caused by an accident, giving results as follows:

1. Loss of life, Dismemberment, Loss of Sight or Permanent Disability

If the Insured sustains injury and it causes loss of life, dismemberment, loss of sight, loss of hearing, loss of speech, or permanent disability within 180 days from the date of the accident or the injury causes the Insured to receive continuous medical treatment as an inpatient in hospital and loss of life occurs later because of such injury, the Company shall pay compensation in accordance with the sum insured stated in the Schedule as follows:

• The Sum insured for loss of life	100%

A. TOTAL PERMANENT DISABILITY

• The sum insured for permanent disability which continues not less than 12 months after the accident or if there is any medical indication that the Insured suffers permanent disability	100%
• Total loss of sight for both eyes	100%
• Entire loss of usage of both upper or lower members	100%
• Incurable and total mental derangement directly exclusively caused by an accident	100%

B. PARTIAL PERMANENT DISABILITY

(Proportional percentage of the capital assured)

HEAD

• Total loss of an eye reduction of half of binocular sight……	25%
• Total deafness non dressing resulting directly exclusively an accident……	60%
• Total deafness of one ear	12%
• Post-commotional syndrome of cranial traumatism without objective sign	5%
• Generalized post-traumatic epilepsy, one or two convulsions per month under treatment	50%
• Hemiplegia with contraction:	
- Left	55%
- Right	70%
• Absolute anosmia	4%
• Fracture of nose bones from or of dividing membrane with respiratory inconvenience	3%
• Unilateral total nasal stenose	4%
• Non healed up fracture of lower jaw	20%
• Total or nearly total loss of teeth:	
- Prosthesis possible	10%
- Prosthesis impossible	35%

UPPER MEMBERS & SHOULDERS	Right	Left
• Fracture of clavicle with distinct sequel	5%	3%
• Stiffness of Shoulder not so acute	5%	3%
• Stiffness of shoulder, the forward projection and abduction are not up to 90	15%	11%
• Entire loss of usage of shoulder movement	30%	22%
• Amputation of the upper third of arm or complete loss of an arm usage	70%	55%
• Complete loss of a hand usage	60%	50%
• Non healed up fracture of an arm	40%	30%
• Amputation of thumb		
- Without preservation of metacarpus	25%	20%
- With preservation of metacarpus	15%	10%
• Amputation of index	10%	8%
• Amputation of middle finger	8%	6%

• Amputation of ring finger	5%	3%
• Amputation of small finger	5%	3%
• Entire loss of usage of elbow movement	20%	15%
• Complete loss of wrist movements	12%	9%
• Fracture of 1st metacarpus with moderate sequel	4%	3%
• Fracture of 5th metacarpus with moderate sequel	2%	1%

LOWER MEMBERS

• Amputation of thigh at middle third or complete loss of lower member usage	60%
• Complete loss of a foot	40%
• Non healed up fracture of thigh	45%
• Non healed up fracture of leg	40%
• Partial amputation of one foot comprising all toes and one part of foot	25%
• Complete loss of hip movement	30%
• Complete anchylosis of ankle	25%
• Compete anchylosis of ankle	12%
• Moderate sequel of transversal fracture of kneecap	10%
• Amputation of great toe with all of its bones of metatarsus	10%
• Amputation of two or three toes of one foot	2%

SPINE-THORAX

• Fracture of cervical vertebral column without medullar lesion	10%
• Fracture of dorsal vertebral column, lumbar. Compressing with pure spinal stiffness without neurological sings	10%
• Cervicalgia with pure spinal stiffness	5%
• Pain in the loins with pure spinal stiffness	5%
• Rough paraplegia, walking possible, spasmodicity prevails the paralysis	20%
• Radicular physical pains with irradiation (unsteady condition)	2%
• Isolated fracture of breastbone with sequels of little importance	3%
• Uni-costal fracture with sequels of little importance	1%
• Multiple fractures of ribs with sequels of little importance	8%
• Remains of traumatical overflow with radiological signs	5%

ABDOMEN

• Splenectomy with hematological sequels without clinical incidence	10%
• Nephrectomy	20%
• Abdominal scar from surgical intervention with 10 cm evisceration-non operable	15%

The partial or total working disability of a member or an organ is assimilated to its total or partial loss. If the Insured declared to be left-handed, the infirmity percentage for the right upper member will be applicable to the left upper member and inversely.
Lesions not mentioned above, even of little importance, are indemnified proportionally to their importance compared to those mentioned in the scale, without taking into account the profession carried on

Permanent dismemberment refers to the loss of body organ from the wrist joint, the ankle joint, and also the loss of use of that organ, which according to the medical indication, will never be able to function at any time in the future.

Loss of sight refers to complete blindness, which is permanently incurable.

2. **Total Temporary Disability**
If the Insured sustains injury and it causes total temporary disability to the Insured within 180 days from the date of the accident, the Company shall compensate weekly indemnity (daily allowance) for the amount stated in the Schedule during the disability period (maximum 52 weeks), less the deductible (if any).

The Company shall cease paying for this compensation under this item immediately if the Company subsequently has to pay compensation under the Insuring Agreement No.1.

3. Partial Temporary Disability

If the Insured sustains injury and it causes partial temporary disability within 180 days from the date of the accident, the Company shall compensate weekly indemnity (daily allowance) for the amount stated in the Schedule during the disability period (maximum 52 weeks), less the deductible (if any).

The Company shall cease paying for this compensation under this item immediately if the Company subsequently has to pay compensation under the Insuring Agreement No.1 or No. 2.

4. Medical Expense

If the Insured sustains injury and requires him to receive medical treatment by a legally licensed physician or surgeon, or requires treatment by license nurse, the Company shall compensate the Insured according to the actual medical expense, hospital charges or nurse fees, except individually-hired-nurse fees, incurred within 52 weeks from the date of accident, but not exceeding the amount specified in the Schedule, less the deductible (if any).

If the Insured receives compensation from the government or other welfare or from other insurer, the Company is responsible only for excess amount, over that which is covered under the welfare or other insurer's policy.

5. Rules for Subscriptions

5.1 Fill in the Questionnaire form
5.2 Insured's Age between 18 to 60 years old.

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Exclusions:

This insurance does not cover

1. Any loss or Injury arising from/ or in consequence of the following causes:

A. Action of the Insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.
The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 120mg percent and over.

B. Suicide or attempted suicide or self-inflicted injury.

C. Infections except pyogenic infections, tetanus, or rabies from a wound or cut suffered as a result of an accident.

D. Medical treatment or surgical treatment except the necessary treatment for the injury which is covered under this Insurance Policy and occurring within the period of this Insurance Policy.

E. Miscarriage and abortion.

F. Dental care, root canal treatment, replacement of or new sets of dentures except necessary first aid treatment following an accident.

G. Backache as a result of Herniated Disc, Prolapsed Disc, Subluxation or Spondylolisthesis, Degeneration or Spondylosis except if there is a fracture or dislocation of spinal cord as a result of an accident.

H. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike.

I. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion.

2. Loss or Injury which occurs:

A. While the Insured is hunting for animals, racing of all kinds of car or boat, horse racing, ski playing or racing, skate racing, boxing, parachute jumping (except for the purpose of life saving), boarding or traveling in a hot-air balloon, gliding, bungee jumping, mountain climbing with equipments, or diving with oxygen tank and breathing equipment under water.

B. While the Insured is boarding or traveling in an aircraft which has no license for carrying passengers or does not operate as a commercial aircraft.

C. While the Insured pilots or works as a crew in any aircraft.

D. While the Insured is taking part in a brawl or taking part in inciting a brawl.

E. While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest.

F. While the Insured serves as a soldier, police, or a volunteer and participates in war or crime suppression. If the time served is more than 30 days, the Company shall refund the premium from the date of service until such service is ended. After such time, the Insurance shall become effective again until the expiry date on the Schedule.