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## Liberty TravelCare Policy Wording

### PART I: GENERAL PROVISION

#### 1. Definition

In this Policy, unless otherwise required by the context the terms shall have the following meanings:

**“Insurance Buyer”** means an individual or organization/Company which declared and signed on the Application Form, and performs the rights and obligations under the Insurance Policy. The Insurance Buyer may concurrently be the Insured Person and/or the Beneficiary. If the Insurance Buyer is an individual, such individual must be at least 18 years old, has full civil capabilities and currently reside in Vietnam. If the Insurance Buyer is an organization/Company, such organization/Company must be legally operating in Vietnam.

**“Policyholder”** means the holder of this Policy, as set out in the Policy Schedule/Certificate.

**“Insured Objectives”** means Vietnamese citizens or foreigners who currently and legally resides in Vietnam and whose age is from zero (0) to eighty (80) years old.

**“The time of effecting Insurance Policy”** commences from the time of departure of the Trip in Vietnam at the international departure point (check-out point) and ends at the time of arrival in Vietnam at the international arrival point (check-in point) or ends at the midnight of the last date of the Period of Insurance, whichever comes earlier.

**“Insured Person(s)”** means those who are named in the list of insured person(s) as listed in the Policy Schedule/Your Certificate.

**“Claiming Time-Limit under Insurance Policy”** means the period of thirty (30) days as from the end of the Trip. Except the case with legitimate reason which prevents the Insured Person from notifying, failure to notify the insured person’s event within the time limit as required in this Policy, the following penalty will be applied, calculated on the percentage of total claim value:

- Notifying of the insured person’s event from the 31<sup>st</sup> day to the 90<sup>th</sup> day: 10%
- Notifying of the insured person’s event from the 91<sup>st</sup> day to the 210<sup>th</sup> day: 20%
- Notifying of the insured person’s event from the 211<sup>st</sup> day to the 365<sup>th</sup> day: 30%

#### **“Claim Settlement Time-Limit”**

In an insured person’s event, the Company shall settle the claim or indemnify within the time-limit as agreed under the Insurance Policy; if there is no mutual agreement on this time-limit, the Company shall settle the claim or indemnify within 15 days as from the date of full receipt of proper documents relating to the claim or the indemnification.

“Company”, “Insurer”, “**We**”, “**Our**” or “**Us**” means Liberty Insurance Limited.

**“Accident”** or **“Accidental”** means any sudden and unforeseen event which occurs during the Period of Insurance and causes bodily injuries outside of the Insured Person’s body by tangible means, and is the direct cause which makes the Insured person died or suffered body injuries.

**“Age”** means the current age. A person is considered to be of his/her current age until his/her next birthday.

**Age Limit** is from Zero (0) since the birthday to eighty (80) years old.

**“Annual Travel Policy”** means a policy of which the Period of Insurance is one year and under which You will be covered for each Trip You make during the Period of Insurance and there is no limit on the number of Trips You make during the Period of Insurance. However, insurance coverage is limited to a maximum of ninety (90) days for any one Trip.

**“Child”** or **“Children”** means Your legally dependent child (including stepchild and legally adopted child) who is:

- (a) travelling with You and/or Your legal spouse; and
- (b) wholly dependent on You for financial support and not gainfully employed in any way; and
- (c) unmarried; and
- (d) between the age of Zero (0) to seventeen (17) years old.

**“Chinese Physician”** means a person, other than You or a Special Person, who is:

- (a) engaging in the practice of traditional Chinese medicine and/or acupuncture (including a herbalist or bonesetter); and
- (b) duly licensed or registered to do so (where necessary) according to the laws and regulations applicable in the geographical area of his/her practice.

**“Commencement Date”** of each Trip means (i) the date stated in the Certificate/Policy Schedule on which the Period of Insurance of Your Policy commences or when You begin Your Trip, whichever is the later.

**“Hospital Services/Inpatient treatment”** means Medical services rendered to the Insured only when appropriate diagnostic procedures and/or treatments are not available as outpatient services and when admittance as a registered inpatient or day-patient to a Hospital. Hospital Services include reasonable and customary charges, in the area where treatment is provided, for Hospital accommodation, the cost of the room, meal charges, all Hospital medical facilities and all medical treatments and medical services prescribed by a Physician and Hospital, including intensive care unit accommodation where this is medically necessary.

**“Emergency”** means a bona fide situation when there is a sudden change in the Insured Person’s health which requires urgent medical or surgical intervention to avoid danger to life or health.

**“Expiry Date”** of each Trip means (i) the date stated in the Certificate/Policy Schedule on which the Period of Insurance of Your Policy expires or when You end the Trip, whichever is earlier.

**“Family Member(s)”** means:

- (a) **For single trip policies:** Maximum of 2 adults travelling with no limit on the number of Children. The 2 adults need not be of the same blood relationship but the Child(ren) must have a blood or foster relationship with either of the adults (as defined in Child(ren)). All Insured Persons must depart from and return to Vietnam together at the same time.
- (b) **For Annual Policies** – For an Insured Person, a legal spouse of the Insured Person with no limit on the number of Child(ren). However, the child(ren) must have a blood or foster relationship with either of the adults and be accompanied by either of the insured adults for any

trips made during the Period of Insurance.

**“Hospital”** means any facility lawfully licensed to operate as a facility of medical treatment or surgery in the country where the facility is established.

**“Home Country”** means the country where the Insured Person obtains his/her citizenship. In the event of dual nationalities, Home Country shall mean the country that the Insured Person declares in the Application Form.

**“Infectious Disease”** means a disease which results in the World Health Organization issuing a contagious disease.

**“Injury”** means bodily injury resulting from an Accident solely and independently of any other causes and which does not result from a Sickness.

**“Doctor”** means a medical practitioner who is duly granted a practicing certificate and eligible to be a doctor by the law of the country where he/she carries out his/her practice.

**“Overseas”** means any place or country other than Vietnam.

**“Period of the Policy”** means the period as stated in the Policy Schedule/Certificate.

**“Period of Insurance”** of each Trip means the period begins on the Commence Date and ends on the Expiry Date. All times are calculated as according to Vietnam standard time.

**“Benefit Table”** means the benefit table attached to this Policy which forms part of and should be read in conjunction with the Policy/Certificate.

**“Policy Schedule”** of an Annual Policy, means the Policy Schedule attached to this Policy which forms part of and should be read in conjunction with the Policy/Certificate.

**“Pre-Existing Condition”** means:

(a) For Trip Policies:

- any medical or physical condition in respect of which You have been hospitalized during the twelve (12) month period immediately prior to the commencement of the Period of Insurance under this Policy;
- any condition that has been diagnosed or treated by a Medical Practitioner including prescribed drugs within the six (6) month period immediately prior to the commencement of the Period of Insurance under this Policy;
- any medical condition giving rise to the claim, in respect of which You have prior knowledge of before the commencement of the Period of Insurance under this Policy.

(b) For Annual Policies:

- a medical condition for which an Insured Person has made a claim on a previous Trip;
- any medical or physical condition in respect of which You have been hospitalised during the twelve (12) month period immediately prior to the commencement of the Period of Insurance under this Policy; or
- any condition that has been diagnosed or treated by a Doctor including prescribed drugs within the six (6) month period immediately prior to the commencement of the Period of Insurance under this Policy; or

- any medical condition giving rise to the claim, in respect of which You have prior knowledge of before the commencement of the Period of Insurance under this Policy.

“**Sickness**” means any ailment or disease contracted and commencing Overseas.

“**Single Trip Policy**” means the Policy for one Trip.

“**Special Person**” means Your spouse, Children, father, mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, Your close business associate for the Trip, or Your travelling companion for the Trip.

“**Terrorism**” means an act, including use of force or violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism also includes any act that is confirmed or acknowledged by the (relevant) government.

“**Trip**” means the journey on which You are travelling that is insured by us under this Policy. The Trip commences when the Insured person completes the procedures of security checks to leave the international depart point in Vietnam for the intended destination(s) overseas and ends since completing the procedures of security checks at the international arrival point in Vietnam thereafter or at the midnight of the last date of the Period of Insurance, whichever comes earlier.

“**Unforeseen Circumstances**” means:

- (a) Your death or the death of a Special Person;
- (b) Injury or Sickness that requires inpatient treatment from five (5) consecutive days or more which results in that Doctor certifying in writing that You or a Special Person is unfit to begin or continue the Trip;
- (c) unexpected outbreak of strike or riot at the travel destination of the Trip;
- (d) Natural Disasters at the travel destination of the Trip;
- (e) Your residential home in Vietnam being seriously damaged in a fire.

“**Usual Country of Residence**” means the country in which You are permanently staying at the time of the Period of the Policy. Foreigners residing in Vietnam by tourist visas shall not be considered as residents of Vietnam.

“**ASEAN**” means travel to or through the countries of Brunei, Cambodia, East Timor, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore and Thailand.

“**Asia Pacific**” means travel to or through ASEAN, China, Hong Kong, Taiwan, Korea, Japan, India, Sri Lanka, Pakistan, Australia and New Zealand.

“**Worldwide**” means travel to or through any destinations in the world outside of Vietnam.

“**Application Form**” means a form properly made to apply for Liberty Travelcare insurance policy as prescribed by Us from time to time.

“**Certificate**” means an Insurance Certificate issued by Us to the Insured Person(s) and attached to this Policy as part of the Policy.

“**Medical Assistance Unit**” means any medical assistance unit designated by Us from time to time, which may be SOS International or any other similar unit notified by Us to the Policyholder from time to time.

“**Cash**” means cash and valuable papers that are convertible into cash.

“**Natural Disaster**” means earthquake, volcanic eruption, storms, fog and the like.

“**Pair and set**” If insurance covers many insured person’s items which form a pair or a set, Our liability shall not exceed the value of the part(s) that is lost or damaged irrespective of the special value that the item(s) would have had if they are a pair or a set.

## **2. Contract**

Based on the application form for an insurance policy made by the Policyholder, via the Application Form and the information given in the Application Form as well as other information provided to Us in association with the Application Form, and the timely payment of the premium as required under this Policy, We agree to accept the insurance for the Insured Person(s) during the Period of Insurance and within the limit of coverage with respect to the insured person’s perils under the terms and conditions of this Policy.

This Policy shall comprise the Application Form, the Benefit Table, the Certificate/Policy Schedule, this Travelcare Policy Wording and any endorsements thereof which shall be read together as one contract. Where there is any discrepancy, these documents shall prevail in the following priority order:

- (i) the endorsements;
- (ii) the Certificate/Policy Schedule;
- (iii) the Benefit Table;
- (iv) this TravelCare Policy Wording; and
- (v) Application Form.

No change in this Policy shall be valid unless approved by Us by providing endorsements to the Policyholder. No agent shall be authorized to amend or vary the Policy or waive any terms of this Policy.

## **3. Prevailing Language**

This Policy is prepared and issued in Vietnamese. It may be translated into foreign language solely for reference purpose. In the case of any discrepancy between Vietnamese version and other language version(s), the Vietnamese version shall prevail.

## **4. Legislation and Dispute Resolution**

This Policy is governed by Vietnamese law.

Any dispute or conflicts arising out of or in relation to this Policy shall be firstly resolved by the parties via negotiation and reconciliation. Where the parties cannot agree upon the resolution within thirty (30) days from the date when either party notifies the other of the dispute, the notifying party shall have the right to refer the dispute to a competent court of the Socialist Republic of Vietnam for a resolution. The statute of limitations for a lawsuit in relation with the Insurance Policy shall be three (03) years as from the time of the dispute.

## **5. Sanction Limitation Exclusion**

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United State of America

## **6. Interest**

The benefit amounts payable are non-interest bearing.

## **7. Other insurance/Co-ordination of Benefits/Subrogation**

No other indemnification shall be provided for under this Policy other than a pro-rata indemnification if You buy other insurance which is effective or are entitled to the indemnification from any other sources for the same injury, sickness or costs. This condition shall not apply to Article 1 where the benefit shall be paid in addition to any other insurance benefits for which You are entitled to.

In case of an injury caused by the acts or negligence of a third party, You shall try to have the third party indemnify all the amounts incurred. Without Our prior written approval, the Policyholder or You shall not negotiate, reconcile, make a composition, release or indemnify in other way.

We shall fully have subrogation rights and can use Your name to take legal proceedings, at our own cost, for any payments paid under this Policy including but not limited to the costs thereof. You must cooperate fully with Us to this end and do nothing to prejudice our rights.

## **PART II - INSURED OBJECTIVES**

Insured person is Vietnamese citizens and foreigners residing in Vietnam having the age from zero (0) years old to eighty (80) years old.

Citizens of countries being subject to sanctions in accordance with the resolution of the United Nation, the United States of America, the European Union and the United Kingdom will not be insured objectives by the Insurance Policy.

## **PART III - SCOPE OF INSURANCE**

Subject to the terms and conditions of this Insurance Policy Wording, and the applicable Limits of Liability, the Insurer will pay the Insured Person for the expenses necessarily and reasonably incurred by the Insured Person relating to Personal Accident and Medical Expenses as a direct result of the Insured Person suffering bodily injury, sickness or disease, during the Period of Insurance for all benefits listed in the Benefit Table, provided always that such expenses are actual and limited to usual, customary and reasonable charges in the country and area where treatment is provided.

In the case of losses related to Personal Liability, Inconveniences, Losses and other extension benefits, the Insurer will pay the Insured Person incurred during the Trip up to the maximum amount for these benefits as specified in the Benefits Table.

## **Article 1 – PERSONAL ACCIDENT:**

**1.1 - When We will pay**

Subject to Term 1.2 and the limits in Term 1.3 of this Article 1, You can claim for Personal Accident benefit if You have suffered Injury or death solely and directly resulting from an Accident occurring in the Trip during the Period of Insurance. You can also claim if You shall sustain an accidental Injury which results in death or Loss within one hundred and eighty (180) days from the date of the Accident.

If You are exposed to an element resulting in an Accident and Your body has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which You were travelling and it is reasonable to believe that You have died as a result of Injury caused by an Accident, the death benefit shall become payable subject to a undertaking signed by a legal successor that if this belief is subsequently found to be wrong, such benefit shall be refunded to us.

**1.2 - What We will pay**

The amount of Personal Accident benefit We will pay depends on the Injury You have sustained. The amount We pay for each contingency is listed below and expressed as a percentage of the maximum amount You can receive under Term 1.3 below.

Contingency Percentage of the Maximum Amount

|    |  |      |
|----|--|------|
| 1. | Accidental Death .....                             | 100% |
| 2. | Permanent Total Disablement due to Accident.....   | 100% |
| 3. | Permanent Disablement due to Accident resulting in |      |
|    | Loss of one or more Limbs .....                    | 100% |
|    | Total paralysis .....                              | 100% |
|    | Total Loss of Sight of one eye or both eyes.....   | 100% |
|    | Total Loss of Speech and Hearing .....             | 100% |
|    | Loss of Hearing in both ears .....                 | .75% |
|    | Loss of Hearing in one ear .....                   | 15%  |
|    | Loss of Speech .....                               | 50%  |

For the purposes of this Article:

“**Loss**” means the complete severance or permanent functional disablement of any body parts.

“**Loss of Sight**” means total and irrecoverable loss of sight of an eye rendering You absolutely blind in that eye beyond remedy by surgical or other treatment.

“**Loss of Limb**” means physical severance of a hand at or above the wrist or of a foot above the ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.

“**Permanent Disablement**” means Injury which:

- (a) falls into one of the categories in item 3 above; or
- (b) causes a malfunction that has lasted for a continuous period of twenty-four (24) calendar months from the date of the Accident, is at the expiry of that period, beyond hope of improvement.

“**Permanent Total Disablement**” means Injury which, having lasted for a continuous period of twenty-four (24) calendar months from the date of the Accident, entirely prevents You from engaging in gainful employment of any and every kind and from which there is no hope of

improvement.

**“Loss of Speech”** means disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

**“Loss of Hearing”** means permanent irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz  
If b dB = Hearing loss at 1000 Hertz  
If c dB = Hearing loss at 2000 Hertz  
If d dB = Hearing loss at 4000 Hertz  
 $1/6$  of  $(a+2b+2c+d)$  is above 80dB

If You suffer more than one of the above permanent disablement, the percentage for each disablement will be added up to calculate the benefit amount You can receive. However, the total amount We will pay is limited to 100% of the maximum amount payable under this Part. Where the injury is not specified above, We will adopt a percentage of disablement which in our opinion is not inconsistent with the above contingencies.

### **1.3 - Limits on what We will pay**

The maximum amount that We will pay for the insurance benefits under Article 1 for each Trip is specified in the Benefits Table.

## **Article 2 – MEDICAL EXPENSES**

### **2.1 - Overseas Medical Expenses**

#### **2.1.1 When We will pay**

Subject to Point 2.1.2, the exclusions specified in Point 2.1.3 and the limits specified in Point 2.1.4, We will pay You for Overseas medical expenses and the expenses are necessary in respect of medication and payable because You sustain an accidental Injury or suffer a Sickness during on an insured Trip.

#### **2.1.2 What We will pay**

The medical expenses specified in Point 2.1.1 that We will pay for:

- (a) medical, surgical, diagnosis tests, Hospital or nursing treatment given or prescribed by a Medical Practitioner or a Chinese Physician in his professional capacity;
- (b) ambulance costs; and
- (c) dental fees necessarily directly incurred as a result of Accidental Injury to sound natural teeth.

#### **2.1.3 Exclusions**



The medical expenses specified in Point 2.1.1 will not include:

- (a) expenses of dental crowns and bridges;
- (b) expenses recoverable from any medical or Hospital benefit fund;
- (c) any medical expenses arising 30 days after the termination of this policy in the event the Insured Person is unable to return to the Country of Origin or final destination if different from the point of origin;
- (d) medical expenses which are payable by any other insurance or for which a third party may be liable and (in case of the expenses for which a third party may be liable, We may pay You such expenses provided that You transfer the third party's right to make a claim to Us);
- (e) all the expenses for treatment or services undertaken without the specifications of a Doctor; routine physical examination or health check-up not incidental to the treatment or diagnosis of a covered Disability; Physiotherapy, Chiropractor and Acupuncture; Home Nursing
- (f) expenses excluded under General Exclusions.

#### **2.1.4 Limits on what We will pay**

The maximum amount We will pay for the insurance benefits under Clause 2.1 – Overseas Medical Expenses for each Trip shall not exceed the maximum amount for these benefits as specified in the Benefits Table.

In addition to the above limits, the maximum amount that We will pay for Chinese Physician in relation to these benefits is VND7 million for each Trip, and for each treatment is VND900,000 at maximum.

### **2.2 – Medical Expenses Incurred Upon Return To Vietnam**

#### **2.2.1 When We will pay**

Subject to the limits under Point 2.2.2, We will pay You for medical expenses necessarily incurred due to an accidental Injury or sickness indemnifiable under Clause 2.1 – of this Policy, and the medical expenses are incurred in Vietnam when You return to Vietnam, provided that:

- (a) the medical expenses incurred in Vietnam is to follow-up treatment within thirty-one (31) days from the date of Your return following discharge from an Overseas Hospital where You are hospitalized due to an Injury or Sickness indemnifiable under Clause 2.1 of this Policy and occurring during the Trip.

#### **2.2.2 Limits on what We will pay**

The maximum amount We will pay for the insurance benefits specified in Clause 2.2 for each Trip shall not exceed the maximum amount for these benefits as specified in the Benefits Table.

In addition to the above limits, the maximum amount that We will pay for Chinese Physician in relation to these benefits is VND7 million for each Trip, and for each treatment is VND900,000 at maximum.

### **2.3 – Overseas Hospital Visits**

#### **2.3.1 What We will pay**

Subject to the limits under Point 2.3.2, if You are hospitalised Overseas other than Your Home Country and/or Usual Country of Residence as a result of an accidental Injury or Sickness

indemnifiable under Clause 2.1 – Overseas Medical Expenses of this Policy, within more than five (5) days while on a Trip during the Period of Insurance, We will pay for the cost of transportation to send one of Your special persons or friends to visit You PROVIDED THAT as judged by Us the visit is necessary on the basis of Your health and the request of the visit. These benefits will be only paid upon our prior approval.

### **2.3.2 Limits on what We pay**

The maximum amount We will pay is the equivalent cost of one economy class return fare, up to and not exceeding the maximum amount for these benefits as specified in the Benefits Table.

## **2.4 – Additional Accommodation Expenses**

### **2.4.1 What We will pay**

Subject to the limits specified in Point 2.4.2, if We agree to pay for the benefits specified in Article 2.3 – Overseas Hospital Visits above, We will arrange and pay for the accommodation expenses necessarily and unavoidably incurred by one special person or friend who is visiting You whilst You are hospitalised Overseas as provided for in Clause 2.3 – Overseas Hospital Visits.

### **2.4.2 Limits on what We pay**

We will pay the amount specified in the Benefits Table for each twenty-four (24) hour period of hotel accommodation stay.

## **2.5 – Overseas Compassionate Visit**

### **2.5.1 What We will pay**

Subject to the limits under Point 2.5.2, in the event of Your death as a result of an Accident or Sickness indemnifiable under Article 1 – Personal Accident or Clause 2.1 – Overseas Medical Expenses of this Policy, We will pay for the cost of transportation for one special person or friend of You who assists You in the arrangement for the mortal remains and/or overseas funeral rituals.

### **2.5.2 Limits on what We pay**

The maximum amount We will pay is the equivalent cost of one economy class return fare, up to and not exceeding the maximum amount for the benefits specified in the Benefits Table.

## **2.6 – Child Guard**

### **2.6.1 What We will pay**

Subject to the limits in Point 2.6.2, If Your Children is left unattended as a result of Your overseas Accidental Injury or Sickness indemnifiable under Clause 2.1 – Overseas Medical Expenses of this Policy whilst You and Your Child are on a Trip Overseas during the Period of Insurance or whilst You are being medically evacuated for the treatment resulting from Your overseas Injury, Accident or Sickness indemnifiable under Clause 2.1 – Overseas Medical Expenses of this Policy, We will arrange and pay for the cost of returning Your Child to his or her Home Country or Usual Country of

Residence. An escort will be provided by Us, when required, on the basis of Your health and the need and benefits of Your Child.

The benefits will be only paid after We judge whether the return of Your child to his or her Home Country or Usual Country of Residence is necessary. The benefits will be paid upon Our prior approval.

### **2.6.2 Limits on what We will pay**

The maximum amount We will pay is the equivalent cost of one economy class one way airfare, up to and not exceeding the maximum amount for the benefits specified in the Benefits Table.

## **2.7 –Overseas Hospital Daily Benefit**

### **2.7.1 What We will pay**

Subject to the limits in Point 2.7.2, We will pay You a daily benefit amount for each and every twenty-four (24) hour period of hospital confinement if:

- (a) You are confined in a Hospital Overseas as a result of Accidental Injury or Sickness sustained indemnifiable under Clause 2.1 – Overseas Medical Expenses of this Policy overseas; and
- (b) Your confinement is considered necessary by a Doctor in his professional capacity; and
- (c) You are an in-patient at a Hospital Overseas for a continuous uninterrupted period of at least twenty-four (24) hours.

### **2.7.2 Limits on what We will pay**

We will pay the amount specified in the Benefits Table for each twenty-four (24) hour period of hospital confinement. The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **2.8 - Hospital Daily Income Benefit in Vietnam**

### **2.8.1 Benefits We will pay**

Subject to the limits in Point 2.8.2, We will pay You a daily benefit amount for each and every twenty-four (24) hour period of hospital confinement if:

- (a) You are hospitalised in Vietnam where indemnifiable as provided for in Clause 2.2 - Medical Expenses Incurred Upon Return To Vietnam of this Policy; and
- (b) Your confinement is considered necessary by a Doctor in his professional capacity; and
- (c) You are an in-patient at a Hospital in Vietnam for a period of more than five (5) consecutive days.

### **2.8.2 Limits on what We will pay**

We will pay the amount specified in the Benefits Table for each twenty-four (24) hour period of hospital confinement. The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **2.9 – Medical Expenses for Pregnancy Related Sickness**

### **2.9.1 When We will pay**

Subject to the exclusions in Point 2.9.2 and the limits in Point 2.9.3, We will pay for the medical expenses necessarily and unavoidably incurred while on a Trip Overseas during the Period of Insurance for pregnancy related sickness.

### **2.9.2 Exclusions**

The medical expenses specified in Point 2.9.1 will not comprise:

- (a) expenses of treatment for the pregnancy related sickness occurs within the 1st trimester of pregnancy (i.e. 0 to 12 Weeks);
- (b) all expenses incurred in all forms of delivery;
- (c) expenses of treatment for the pregnancy related sickness is only sought upon return to Vietnam;
- (d) any expenses resulting from the pregnancy related sickness if the policy is for a one-way Trip cover only; and
- (e) any expenses resulting from the pregnancy related sickness if the Overseas Trip or the activities carried out during the Overseas Trip are undertaken against medical advice of Your Doctor in Vietnam.

### **2.9.3 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **2.10 – 24-hour Medical Assistance**

Whilst on a Trip Overseas during the Period of Insurance, You may contact Our Medical Assistance Unit (the telephone number is given in the Benefits Table or the Certificate) for the following:

- (a) medical advice;
- (b) referral to medical or dental facilities worldwide;
- (c) arrangement of appointment with a Medical Practitioner;
- (d) arrangement for Hospital admission; and
- (e) monitoring of Your medical condition during hospitalization.

Please note that the services provided by our Medical Assistance Unit under this Article are strictly on a referral or arrangement basis. We and/or Our Medical Assistance Unit will not be held responsible for any third party expense and any consequential loss suffered by You.

## **2.11 –Emergency Telephone Expenses**

### **2.11.1 What service is provided**

Subject to the limits in Point 2.11.2, if You call Our Medical Assistance Unit as a result of a medical emergency while on a Trip Overseas during the Period of Insurance, We will pay for the personal mobile expenses incurred under Your Vietnam registered personal mobile phone.

However, this benefit is payable if the telephone calls are related to the benefits paid under Clause 2.1

– Overseas Medical Expenses, Clause 2.9 - Medical Expenses for Pregnancy Related Sickness or Clause 3.1 – Medical Evacuation. And We will not pay for telephone calls not made via Your Vietnam registered personal mobile phone.

### **2.11.2 Limits on what We pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **Article 3 - MEDICAL EVACUATION**

### **3.1 –Emergency Medical Evacuation**

#### **3.1.1 Benefits We will provide**

Subject to the limits in Point 3.1.2, if You sustain an Injury or a Sickness occurs while You are on a Trip Overseas other than Your Home Country and/or Usual Country of Residence during the Period of Insurance, You can contact our Medical Assistance Unit to be provided the following assistance and services:

##### **(A) Emergency Medical Evacuation**

In the event that the injury or sickness causes a Serious Medical Condition to You, We will arrange and pay for the medically necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving You to the nearest Hospital where appropriate medical care is available.

“**Serious Medical Condition**” means a condition which, in Our opinion, constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to Your immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of Your geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

##### **(B) Repatriation**

We will arrange and pay for the medically necessary expenses unavoidably incurred in returning You to Vietnam following an emergency medical evacuation under Item (A) above.

Please note that in relation to Items A and B above, We reserve the right to decide, based on all the events and circumstances We may know at the relevant time:

- (a) whether Your Injury or Sickness is sufficiently serious to warrant emergency medical evacuation; and
- (b) the place to which You will be evacuated; and
- (c) the means or method by which such evacuation and/or repatriation.

#### **3.1.2 Benefit Limits**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified

in the Benefits Table.

### **3.2 – Repatriation of Mortal Remains**

#### **3.2.1 Benefits We will pay**

Subject to the limits in Point 3.2.2, in the event of Your death while Overseas within thirty (30) days of an accidental Injury or Sickness indemnifiable under Article 1 – Personal Accident or Clause 2.1 – Overseas Medical Expenses of this Policy, Your Special Persons can contact Our Medical Assistance Unit to arrange and pay all reasonable and unavoidable expenses for either:

- (a) transporting Your mortal remains from the place of death to Your Home Country or Usual Country of Residence; or
- (b) the cost of a local burial at the place of death as approved by Us in advance.

#### **3.2.2 Benefit Limits**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

### **Article 4 - EXTENSIONS**

#### **4.1 – Automatic Extension**

If You are unable to return to Vietnam while on a Trip Overseas within the Period of Insurance, because:

- (a) a Medical Practitioner advises You in writing to suspend Your Trip due to an accident or Your medical condition; or
- (b) the transport on which You are booked to travel to Vietnam is delayed as a result of circumstances outside Your control; We will extend the Period of Insurance of Your Trip for a period of seven (7) days that is reasonably necessary to allow You to complete Your Trip. No additional premium will be charged for this extension.

#### **4.2 – Hijack Benefit**

##### **4.2.1 Benefits We will pay**

If:

- (a) the aircraft You are travelling on while on a Trip during the Period of Insurance is Hijacked; and
- (b) the Hijack continues uninterrupted for at least twelve (12) hours.

Subject to the limits specified in Point 4.2.2, We will pay You an allowance specified in the Benefits Table for each twelve (12) hour period of Hijack.

For the purposes of this Article, “Hijack” means any seizure, or exercise of control by force or violence by threat of force or violence and with wrongful intent. You can only make a claim if You give us written proof of the Hijack from the transport provider stating the number of hours of the Hijack.

#### **4.2.2 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

### **4.3 – Disruption/Withdrawal of Hotel Services**

#### **4.3.1 When We will pay**

Subject to the limits specified in Point 4.3.2, We will pay You a daily benefit amount for inconveniences resulting from disruption and withdrawal of services at the hotel in which You are staying as a result of strike or riot while You are on a Trip during the Period of Insurance.

#### **4.3.2 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **Article 5 - LIABILITY**

### **5.1 – Personal Liability**

#### **5.1.1 Benefits We will pay**

Subject to the exclusions in Point 5.1.2 and the limits in Point 5.1.3, We will indemnify You for Your legal liability during Your Trip Overseas for:

- (a) the death of or injury to someone else; or
- (b) loss of or damage to property owned or controlled by a third party.

PROVIDED THAT:

- (i) such legal liability arising from an effective judgment of a competent court that requires You to pay for the claim; or
- (ii) Given the sufficient and regular documents, We accept that You must have been liable for and the indemnification has actually occurred.

#### **5.1.2 Exclusions**

The legal liabilities indemnifiable under Point 5.1.1 will not include any legal liability arising from:

- (a) the death of or Injury to You, a spouse, Children (including adopted Children and birth Children), adopted Children of a spouse, parents (including foster parents), father-in-law, mother-in-law, siblings, paternal and maternal grandparents, or special person , Your companion during the Trip or any of Your employees;
- (b) loss or damage caused to any properties or animals possessed, managed, cared or controlled by You, a spouse, Children (including adopted Children and birth Children), adopted Children of

- a spouse, parents (including foster parents), father-in-law, mother-in-law, siblings, grandparents, or relatives, Your companion during the Trip or any of Your employees;
- (c) Your business, profession or occupation;
- (d) failure to perform Your duty or violation of any contract binding You;
- (e) You voluntarily accept liability without our prior agreement;
- (f) Your own unlawful, malicious, deliberate or intentional acts;
- (g) a court judgment which are not rendered by a Court of competent jurisdiction in Vietnam;
- (h) legal costs resulting from any criminal proceedings;
- (i) any fines, penalties, punitive or exemplary damages ;
- (j) the use of motor vehicles, watercraft, hovercraft, aircraft or aircraft landing areas, aerial devices, firearms or animals;
- (k) the vibration, removal or Weakening of the support of any land or building;
- (l) the transmission of any disease; and/or
- (m) liability provided for in the Vietnam Labour Code.

### **5.1.3 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **Article 6 - INCONVENIENCES**

### **6.1 – Trip Cancellation**

#### **6.1.1 Benefits We will pay**

Subject to the payments in Point 6.1.2, the exclusions in Point 6.1.3 and the limits in Point 6.1.4, You can claim for cancellation of travel and accommodation expenses or Your travel agent's cancellation fee if within thirty (30) days before the Commencement Date:

- (a) the travel or accommodation is cancelled due to any Unforeseen Circumstances which are beyond Your control; and
- (b) these unforeseen circumstances affect You or a Special Person accompanying You during the Trip; and
- (c) You are legally liable for the expenses You are claiming for; and
- (d) You have already paid for these expenses; and
- (e) You have taken all possible steps to recover the expenses from the third parties; and
- (f) You cannot recover these expenses from anyone else.

You can also claim for cancellation of travel and accommodation expenses or Your travel agent's cancellation fee if within seven (7) days before the Commencement Date:

- (a) the travel or accommodation is cancelled due to an outbreak of Infectious Disease at the travel destination as declared and classified by the World Health Organisation (WHO); and
- (b) the outbreak of Infectious Disease affects You or a Special Person; and
- (c) You are solely liable for the expenses You are claiming for; and
- (d) You have already paid for these expenses; and
- (e) You have taken all necessary steps to recover the expenses from third parties; and
- (f) You cannot recover these expenses from anyone else.

#### **6.1.2 What We will pay**



We will pay for:

- (a) the non-refundable portion of travel costs paid in advance for Trip Cancellation; or
- (b) the administrative charges charged for Trip Postponement.

### **6.1.3 Exclusions**

We will not be liable for paying any benefits under Clause 6.1 if the Trip is cancelled because:

- (a) You change Your mind about going on the Trip;
- (b) the travel agent is negligent or at fault;
- (c) there were not enough people to go on the group travel or tour;
- (d) any immigration or government regulations; and/or
- (e) You are aware or ought to be aware of any circumstances which could lead to possible cancellation of the Trip prior to purchasing the Policy.

### **6.1.4 Limits on what We will pay**

The maximum amount We will pay for the benefits under Clause 6.1 shall not exceed the following amounts:

- (a) The maximum amount We will pay under Point 6.1.1 – Trip Cancellation as a result of an outbreak of Infectious Disease is 20% of the maximum amount specified in the Benefits Table.
- (b) The maximum amount under Clause 6.1 – Trip Cancellation up to the amount specified in the Benefits Table.
- (c) The maximum amount We will pay under Clause 6.1 – Trip Postponement is payable up to maximum of VND5,000,000 (Classic plan), VND6,000,000 (Executive Plan) and VND10,000,000 (Premier plan).

## **6.2 – Trip Curtailment**

### **6.2.1 Benefits We will pay**

Subject to the payments in Point 6.2.2, the exclusions in Point 6.2.3 and the limits in Point 6.2.4, You can claim if You have to cut short the Trip Overseas during the Period of Insurance because:

- (a) You are unable to complete Your intended Trip while Your ticket or tour is still valid because You or a Special Person who intends to companion You suffers Injury or Sickness and a Doctor has certified in writing that You or a Special Person is unfit to continue the Trip;
- (b) You have to return to Your home in Vietnam because of the unexpected death, sudden Serious Injury or Serious Sickness of a Special Person who intends to companion You;
- (c) of Natural Disaster at the travel destination;
- (d) of an unexpected outbreak of strike or riot at the travel destination You are visiting;
- (e) of an outbreak of Infectious Disease at the travel destination You are visiting; and/or
- (f) of a quarantine order upon medical advice.

### **6.2.2 What We will pay**

We will pay for the pro-rata expenses You paid for days of the planned Trip lost.

### **6.2.3 Exclusions**

We will not be liable to pay the insurance benefits under Clause 6.2 if the Trip is curtailed because:

- (a) You change Your mind about continuing the Trip; or
- (b) of the negligence or fault of the travel agent; or
- (c) You are aware or ought to be aware of any circumstances which could lead to possible curtailment of the Trip prior to embarking on the Trip.

### **6.2.4 Limits on what We will pay**

- (a) The maximum amount We will pay under Point 6.2.1 (e) – Trip Curtailment as a result of an outbreak of Infectious Disease is 20% of the maximum amount specified in the Benefits Table.
- (b) The maximum amount under Point 6.2.1 (except for Point 6.2.1 (e)) – Trip Curtailment as a result of other causes specified in Article 6.2.4 is the maximum amount specified in the Benefits Table.

**You cannot claim under both Clause 6.2 and 6.3 in respect of the same event.**

## **6.3 - Trip Disruption**

### **6.3.1 Benefits We will pay**

Subject to the payment levels in Point 6.3.2 and the limits in Point 6.3.3, You can claim for disruption of the Trip if You or Your travelling companion is hospitalized in an Overseas Hospital for more than five (5) days.

### **6.3.2 What We will pay**

We will pay for the pro-rata amount for days of the planned Trip disrupted.

### **6.3.3 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

**You cannot claim under both Clause 6.2 and 6.3 in respect of the same event.**

## **6.4 - Flight Misconnection**

### **6.4.1 When We will pay**

Subject to the payments in Point 6.4.2 and the limits in Point 6.4.3, We will pay You if:

- (a) You miss Your confirmed and connecting onward scheduled conveyance at the transfer point as a result of the late arrival of Your confirmed and incoming scheduled conveyance; and

- (b) there is no alternative onward conveyance available to You within six (6) consecutive hours upon Your arrival.

You can only claim if:

- (a) You give Us written proof of the late arrival of Your conveyance provided by the transport provider stating the hours of late arrival.

#### **6.4.2 Exclusions**

We will not be liable to pay the insurance benefits under Clause 6.4 if the Trip is curtailed because:

- (a) Your failure to check in on time according to Your itinerary; or
- (b) the negligence or fault of the travel agent.

#### **6.4.3 Limits on what We will pay**

We will pay an amount equivalent to the maximum amount for this benefit as specified in the Benefits Table.

**You cannot claim under both Clause 6.4 and 6.5 in respect of the same event**

### **6.5 - Travel Delay**

#### **6.5.1 When We will pay**

Subject to the payments in Point 6.5.2, the exclusions in Point 6.5.3 and the limits in Point 6.5.4, We will pay You if:

- (a) Your scheduled transport departure is delayed for six (6) hours or more while You are Overseas.
- (b) the cause of the delay is due to natural disaster at the travel destination, mechanical breakdown or derangement or structural defect of the conveyance You have arranged to travel on, or strike or other job action by the employees of the transport provider.

You can only claim for Travel Delay if:

- (a) You give Us written proof of the delay of Your scheduled transport departure from the transport provider stating the hours of delay and the reasons for such delay.

#### **6.5.2 What We will pay**

We will pay the amount as specified in the Benefits Table for each six (6) hours of delay during the Period of Insurance.

#### **6.5.3 Exclusions**

We will not be liable to pay the insurance benefits under Clause 6.5 if the cause of delay is due to:

- (a) Your failure to check in on time according to Your itinerary; or
- (b) the negligence or fault of the travel agent.

#### **6.5.4 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

**You cannot claim under both Clause 6.4 and 6.5 in respect of the same event.**

### **6.6 - Travel Overbooking**

#### **6.6.1 When We will pay**

Subject to the payments in Point 6.6.2, the exclusions in Point 6.6.3 and the limits in Point 6.6.4, We will pay for accommodation, meal and travel expenses while You are Overseas if:

- (a) You cannot board Your intended scheduled flight due to overbooking; and
- (b) You have a confirmed air ticket.

You can only claim for these expenses if:

- (a) they are not recoverable from the transport provider or travel agent; and
- (b) they are necessarily incurred while on a Trip during the Period of Insurance; and
- (c) You provide Us with written proof from the transport provider on overbooking; and
- (d) You provide Us with official receipts of the expenses.

#### **6.6.2 What We will pay**

We will reimburse You for the reasonable accommodation, meal and travel expenses.

#### **6.6.3 Exclusions**

We will not pay the insurance benefits under Clause 6.6 if the flight overbooking is due to the negligence or fault of the travel agent.

#### **6.6.4 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

### **6.7 - Emergency Purchases**

#### **6.7.1 When We will pay**

Subject to the payments in Point 6.7.2 and the limits in Point 6.7.3, We will pay for the emergency purchase of essential personal items needed if while on a Trip Overseas during the Period of Insurance:

- (a) Your baggage is stolen or it has been declared by the transport provider that Your baggage is lost; and
- (b) You cannot recover the expenses incurred from anyone else.

You can only make a claim if:

- (a) You provide Us with written proof of the loss from the Police or Local Government Authority or the transport provider that Your baggage is lost while in transit; and
- (b) You give Us official receipts for the purchases You have made.

#### **6.7.2 What We will pay**

We will only pay for the necessary and reasonable purchases.

#### **6.7.3 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

**You cannot claim under both Clause 6.7 and 6.8 in respect of the same event.**

### **6.8 - Baggage Delay**

#### **6.8.1 When We will pay**

Subject to the payments in Point 6.8.2, the exclusions in Point 6.8.3 and the limits in Point 6.8.4, We will pay according to the limits as defined in the Benefit Table for each six (6) consecutive hours if Your checked-in baggage has been delayed, misdirected or temporarily misplaced by the transport provider while You are on a Trip during the Period of Insurance, **PROVIDED THAT** Your baggage is delayed while Overseas and Your baggage is not returned to You within six (6) consecutive hours upon Your arrival at the airport, seaport, transport terminal of the scheduled destination of the Trip.

However, You can only make a claim if:

- (a) You give Us written proof of the delay (due to the temporary loss or other causes) of Your baggage from the transport provider stating the hours of delay; and
- (b) You give Us official receipts of the purchases You have made.

#### **6.8.2 What We will pay**

If Your baggage is delayed at Your scheduled destination Overseas, We will pay You up to the amount specified in the Benefits Table for each six (6) hours of delay during the Period of Insurance.

### **6.8.3 Exclusions**

We will not be liable to pay the insurance benefits under Clause 6.8 if the cause of delay is due to a result of detention or confiscation by customs or other government officials.

### **6.8.4 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

**You cannot claim under both Clause 6.7 and 6.8 in respect of the same event.**

**You cannot claim under both Clause 6.8 and 7.2 in respect of the same event.**

### **6.9 - 24-hour Travel Assistance**

Whilst on a Trip Overseas during the Period of Insurance, You may contact our Medical Assistant Unit for the following:

- (a) inoculation and visa requirement information;
- (b) embassy referral;
- (c) Weather information assistance;
- (d) exchange rate information assistance;
- (e) lost luggage assistance;
- (f) lost passport assistance; and
- (g) emergency message transmission.

Please note that the services provided by the Medical Assistant Unit under this Article are strictly on a referral or arrangement basis. We will not be held responsible for any third party expense and any consequential loss suffered by You arising out of and in relation to the assistance services provided by the Medical Assistant Unit.

## **Article 7 - LOSSES**

### **7.1 - Loss of Personal Money**

#### **7.1.1 When We will pay**

Subject to the payments in Point 7.1.2, the exclusions in Point 7.1.3 and the limits in Point 7.1.4, We will pay for Your loss of cash and travellers' cheques while You are on a Trip Overseas during the Period of Insurance if:

- (a) they were stolen; or
- (b) they were taken from You by force, by violent means, or by threat of violence; or
- (c) due to Natural Disaster at the travel destination.

However, You can only make a claim if:

- (a) You make a report to the Police or Local Government Authority within twenty four (24) hours of becoming aware of the theft or plundering by force, by violent means, or by threat of violence and have the report of the Police or Local Government Authority on it; and
- (b) You provide us with a written report from the Police or Local Government Authority; and
- (c) You have taken all reasonable precautions to prevent the theft or plundering; and
- (d) You have taken all reasonable steps to minimize Your loss due to those incidents.

#### **7.1.2 What We will pay**

We will pay for:

- (a) Your loss of cash; and
- (b) the cost of replacing Your travellers' cheques.

### **7.1.3 Exclusions**

We will not be liable to pay the insurance benefits under Clause 7.1 for the following:

- (a) loss or shortage due to error, omission, fluctuation of the rate of currency exchange, confiscation or devaluation;
- (b) Your cash or travellers' cheques left unattended in any vehicle or public place or as a result of the Insured person's failure to take reasonable care and precautions for the safeguard and security of such property;
- (c) Your cash or travellers' cheques are not carried on one's person;
- (d) Your cash or travellers' cheques are placed in luggage, suitcase, trunk and the like;
- (e) This benefit is not applied to children below 18 years of age.

### **7.1.4 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

## **7.2 - Loss of Travel Documents**

### **7.2.1 When We will pay**

Subject to the payment levels in Point 7.2.2, the exclusions in Point 7.2.3 and the limits in Point 7.2.4, We will pay for Your loss of personal travel documents while on a Trip Overseas during the Period of Insurance if:

- (a) they were stolen; or
- (b) they were taken from You by force, by violent means, or by threats of violence; or
- (c) due to natural disaster at the travel destination

However, You can only make a claim if:

- (a) You make a report to the Police or Local Government Authority within twenty four (24) hours of becoming aware of the theft or plunderage by force, by violent means, or by threat of violence and have the report of the Police or Local Government Authority on it;
- (b) You provide Us with a written report from the Police or Local Government Authority or nearest Vietnam Embassy; and
- (c) You have taken all reasonable precautions to prevent the theft or plunderage; and
- (d) You have taken all reasonable steps to minimize Your loss due to those incidents.

### **7.2.2 What We will pay**

- a) We will pay for the cost of replacing Your travel documents lost, including the additional travel and hotel accommodation expenses necessarily incurred to replace lost travel documents; and
- b) The reimbursement cost for air ticket should be limited to economy class only.

### **7.2.3 Exclusions**

We will not be liable to pay the insurance benefits under Clause 7.2 if You contribute to your own loss by leaving passports, tickets or travel documents unattended in a public place.

#### **7.2.4 Limits on what We will pay**

The maximum amount We will pay will not exceed the maximum amount for this benefit as specified in the Benefits Table.

### **7.3 - Loss of or Damage to Baggage and Personal Effects (including golfing equipment and lap-top computer)**

#### **7.3.1 When We will pay**

Subject to the payments in Point 7.3.2, the exclusions in Point 7.3.3 and the limits in Point 7.3.4, We will pay You if Your baggage and personal effects (including golfing equipment and lap-top computer) that You:

- (a) take with You on Your Trip; and/or
- (b) buy on Your Trip Overseas

are damaged or stolen due to an Accident occurring while You are on a Trip Overseas during the Period of Insurance. For the purposes of this Article, "**Golfing Equipment**" shall include Golf Clubs and Golf Bags and "**Lap-top Computer**" shall mean the complete Lap-top including accessories or attachments that come as standard equipment with the laptop.

However, You can only make a claim on the loss, damage or theft of the baggage and personal effects if:

- (a) You have made a report to the police or local government authority or a responsible officer of the transport provider within twenty four (24) hours of a loss or damage becoming known to You; and
- (b) You provide us with a written copy of that report; and
- (c) You give us official receipts for Your lost or damaged purchases.

#### **7.3.2 What We will pay**

##### **Repair**

If We agree to pay Your claim under this Article, We will pay for the cost of repairing those items if it costs less to repair the item than to replace it.

##### **Replacement**

If the article cannot be repaired with a cost less to repair the article than to replace it, We may choose to either:

- (a) get You a replacement item; or
- (b) pay You the amount it would cost us to replace the item on a depreciated basis.

Any depreciation We apply will be based on the age and condition of the item. We will not apply Depreciation to items which are less than twelve (12) months old.

##### **Articles which form part of a set or pair**

Where the article forming part of a set or pair is lost or damaged, We will only pay the replacement value of the article that is lost, damaged or stolen. We will not pay for the cost of replacing the entire



set or pair.

### **7.3.3 Exclusions**

We will not be liable to pay insurance benefits under Clause 7.3 for loss of or damage to Your baggage and personal effects due to:

- (a) Wear and tear or gradual deterioration or depreciation;
- (b) insects, moths or vermin;
- (c) mechanical or electrical breakdown or derangement;
- (d) defective materials or craftsmanship;
- (e) any process of alteration, cleaning or restoration;
- (f) confiscation, nationalization, requisition or wilful destruction by any government, public, municipal, local or customs authority;
- (g) Your baggage or personal effects left unattended in any vehicle or public place or as a result of the Insured person's failure to take care and precautions for the safeguard and security of such baggage and personal effects; and/or
- (h) Baggage or personal effects specifically insured elsewhere or recovered/repared by a third party.

Further, We will not be liable to pay for loss of, damage to or theft of any of the following properties:

- (a) cash or cheques of any kind;
- (b) paper; foods
- (c) mobile phone (including accessories) portable telecommunication equipment, tablet, music player, camera, computer accessories, software and related accessories;
- (d) jewelry and watches
- (e) contact or corneal lenses;
- (f) stamps of any kind, manuscripts and documents of any description;
- (g) medals, coins;
- (h) bonds, securities;
- (i) travellers' samples or camping equipment;
- (j) works of art, antiques, curios, or musical instruments;
- (k) any glass, fragile, or brittle items; or as diving apparatus, skiing apparatus, etc;
- (l) crockery, china;
- (m) manuscripts or documents of any description, or data recorded on tapes, discs or otherwise;
- (n) motor vehicles including their accessories, motorcycles, bicycles and their accessories, boats, motors;
- (o) animals, living creatures;
- (p) items that were sent in advance, or mailed or shipped separately;
- (q) business goods or sample or equipments of any kind;
- (r) Souvenirs, cosmetics, perfumes, clothes, bridges for tooth or teeth, dentures; and/or
- (s) Wheelchairs, artificial teeth or limbs.

We shall not be liable to pay for any loss or damage to golfing equipment if:

- (a) loss of or damage to golf balls and clubs whilst actually in the course of play or practice; or
- (b) loss or damage due to wear and tear or damage due to any process of repair or while being worked upon resulting therefrom.

### **7.3.4 Limits on what We will pay**

The maximum amount We will not pay for insurance benefits under Clause 7.3 shall not exceed the following amounts:

- (a) The maximum amount We will pay for each item, or set or pair of items is VND5,000,000.
- (b) The maximum limit for Lap-top Computer is VND20,000,000 and subject to only one Lap-top Computer per policy.
- (c) The maximum aggregated amount for all the benefits under Clause 7.3 shall not exceed the amount for this benefit specified in the Benefits Table.

**You cannot claim under both Clause 6.8 and 7.3 in respect of the same event.**

#### **7.4 - Insurance for deductibles or liabilities excess cover for rental vehicle**

##### **7.4.1 When We will pay**

Subject to the limits specified in Point 7.4.2, You can claim for the limit of liability excess beyond the coverage or the deductible which You may become liable to pay in respect of loss of or damage to rental vehicle by an accident or theft during the rental period whilst on the Trip Overseas during the Period of Insurance PROVIDED THAT:

- (a) the rental vehicle is rented from a licensed rental agency;
- (b) as part of the hiring arrangement You must take up comprehensive rental vehicle insurance against loss of or damage to the rental vehicle;
- (c) You comply with all requirements of the rental organization under the hiring agreement and the policy of the insurer in respect of the rental vehicle and use of the rental vehicle as well as the laws of the country where the rental vehicle is registered and/or used;
- (d) the rental vehicle is driven by You or any other person authorized to drive by You, provided You or Your authorized driver is permitted in accordance with the licensing or other laws or regulations to drive the rental vehicle and You or Your authorized driver is not disqualified by order of the Court of Law or by reason of any enactment or regulation from driving the rental vehicle; and
- (e) You produce documentary evidence of the limit excess beyond the coverage or the deductible that You are liable to and have borne in respect of the accident or theft.

##### **7.4.2 Limits of what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

#### **7.5 -Closure of Travel Agent**

##### **7.5.1 When We will pay**

Subject to the limits specified in Point 7.5.3 and the exclusions specified in Point 7.5.2, You can claim for loss of travel related expenses paid in advance as a result of bankruptcy or winding up due to the breach in law of the travel agent in Vietnam who had made Your travel arrangements if such bankruptcy or winding up due to the breach in law of the travel agent in Vietnam takes place within thirty (30) days before the Commencement Date of Your Trip Overseas.

##### **7.5.2 Exclusions**

We will not pay for any loss recoverable from any other source including, but not limited to, any government programs, insurance schemes, airlines and travel agencies.

##### **7.5.3 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

#### **7.6 -Home Guard**

### **7.6.1 When We will pay**

Subject to the payment rates in Point 7.6.2, the exclusions in Point 7.6.3 and the limits in Point 7.6.4, You can claim for physical loss of or damage due to fires to the Contents, Valuables and/or stamp collections, works of art based in Your residence in Vietnam that was left vacant because of Your Trip during the Period of Insurance, provided that the fire and the consequential loss only after You have left Vietnam.

“**Contents**” means household furniture and furnishing, clothing and personal effects belonging to You or to members of Your family or domestic servants permanently residing with You and fixtures and fittings You own, excluding deeds, bonds, bills of exchange, promissory notes, cheques, travellers’ cheques, money, documents of any kind, cash and currency notes.

“**Valuables**” means articles of gold, silver or other precious metal, jewellery, furs, watches and precious and semi-precious gems.

### **7.6.2 What We will pay**

#### **Repair**

If We agree to pay Your claim under this Section, We will pay for the cost of repairing those items which can cost less to repair the item than to replace it.

#### **Replacement**

If We select not to pay the cost of repairing as defined above, We may choose to either:

- (a) get You a replacement item; or
- (b) pay You the amount it would cost Us to replace the item on a depreciated basis.

Any Depreciation We apply will be based on the age and condition of the item. We will not apply Depreciation to items which are less than twelve (12) months old.

#### **Articles which form part of a set or pair**

In case of the loss or damage to the item forms part of a set or pair, We will only pay the replacement value of the item that is lost or damaged. We will not pay for the cost of replacing the entire set or pair.

### **7.6.3 Exclusions**

We will not be liable to pay for insurance benefits under Clause 7.6 for:

- (a) any wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other impact causing damage over time;
- (b) any loss or damage occasioned through Your wilful act or with Your connivance or members of Your family or domestic servants permanently residing with You;
- (c) loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- (d) electrical or mechanical breakdown or derangement;
- (e) consequential loss or damage;
- (f) photographic and sporting equipment and accessories and musical instruments for business or professional use; or
- (g) motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.

### **7.6.4 Limits on what We will pay**

The maximum amount We will pay shall not exceed the maximum amount for this benefit as specified in the Benefits Table.

#### **PART IV - GENERAL EXCLUSIONS**

Regardless of other provisions of this Policy, in all circumstances, We will not pay claims arising from:

1. Any "Pre-Existing Condition", or birth defects, or the following and all illnesses/conditions caused thereby and/or related thereto, including the consequences of treatment whether occurring prior to or during the Period of Insurance: asthma, hemorrhoids, hernia, diseased tonsils, pathological abnormalities of nasal septum or turbinate, hyperthyroidism, eye diseases and refraction, glaucoma, cataracts, sinusitis, endometriosis, tuberculosis, anal fistulae, cholecystitis, pancreatitis, liver diseases and disorders, calculi of all kinds, ureter abnormalities or disease, hypertension or cardiovascular diseases, chest pain, cerebrovascular accident/ transient ischemic attack, gastritis, gastric or duodenal ulcer, hallux valgus, all kinds of polyps, hallux rigidus, all forms of tumors or cancers, malignancies, vascular and blood disorders or bone marrow, diabetes mellitus, musculoskeletal diseases, arthritis, osteoarthritis, Acute Mountain Sickness (AMS); thermal shock; gout; gingivitis; autoimmune diseases and metabolic disorders.
2. Treatment arising from stress, anxiety, depression, nervous, emotional, psychiatric and mental conditions or disorder;
3. intentional self-injury, suicide or attempted suicide or insanity;
4. the use of alcohol, stimulant, or drugs not prescribed by a Medical Practitioner
5. HIV (Human Immunodeficiency Virus) or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variations or their complications;
6. sexually transmitted diseases;
7. contraception, miscarriage, childbirth, pregnancy or abortion or their complications;
8. any expenses in respect of treatment or operation undertaken as a preventive measure e.g. vaccination, circumcision, inoculations and the like;
9. Your proceeding with the Trip despite being certified by a Medical Practitioner to be unfit for travel;
10. an event that occurs in a country for which You do not have cover;
11. hijacking/kidnap/ransom, except for benefits payable under Article 1 - Personal Accident, Clause 2.1 - Overseas Medical Benefits, and Clause 2.2 - Vietnam Medical Benefits.
12. declared or undeclared war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or theft of property as a result of any of these;

13. any claim(s) in any way caused or contributed to by Terrorism involving the use or release or the threat of any Nuclear Weapon or device or Chemical or Biological agent;
14. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, nuclear Weapon or nuclear waste;
15. any of Your illegal or unlawful acts, violation of the law by the insured within the host country, or confiscation, detention, destruction by customs or other authorities;
16. any of Your physical impairments or deformities;
17. any prohibition or regulations of any government;
18. Your engagement or involvement in naval, military or air-force service or military operations
19. Your engagement in caving, mountaineering, hiking, trekking, hitchhiking, backpacking or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, para-sailing, skiing, bungee-jumping, ballooning, hang gliding, wrestling, boxing, acrobatics or participating in similar kind of body-contact sports, hunting, horse riding, or any kind of motor race driving, scuba diving or any underwater activities involving the use of underwater breathing apparatus or martial arts;
20. of any kind in a racing, competitive or professional capacity or where You would or could earn or receive remuneration, donation, sponsorship or award of any kind;
21. You flying and taking part in aerial activities as an aircrew or cabin crew or for the purpose of any trade or technical operation in or on the aircraft;
22. Your engagement in the course of carrying out duties as test pilots or drivers;
23. You involving in activities as stevedores, manual workers in non-hazardous conditions but related to the use of lightweight tools or machines (i.e. tool makers, delivery services), dangerous job (i.e. heavy manual work related to the use of heavy tools or equipment, construction workers) or ship crew;
24. Your participation in activities as Professional divers;
25. any liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of or in consequence of or aggravated by asbestos in whatever form or quantity;
26. This Policy will not cover any claim directly or indirectly arising from trips to or through/transit in the countries and territories provided in the punishment list of the United Nations, the U.S., UK or European Union (the list of sanctioned countries as amended from time to time); or
27. We will also not be liable to pay claims:

- (a) for medical expenses incurred for continuing treatment including medication You began taking before You bought this insurance;
  - (b) for medical expenses incurred for the purpose of seeking treatment overseas;
  - (c) for medical, Hospital or dental expenses incurred after You return to Your home in Vietnam (except those payable under Clause 2.2 - Medical Expenses Incurred Upon Return To Vietnam) or for any Injury or Sickness that recurs after the Policy expires.
28. Expenses arising after the Policy expires, except for the following benefits: Clause 2.2 – Medical Expenses Incurred Upon Return To Vietnam, and Clause 4.21 – Automatic extension.
  29. Dietary supplements and substances which are available naturally and that can be purchased without prescription, including but not limited to vitamins, minerals, supplements, food for medical purposes, etc..
  30. Prostheses, corrective devices and medical appliances, as well as artificial heart implantation, mono or bi-ventricular assist device(s), except standard surgical implants. Charges for the procurement or use of special braces, appliances, wheel chairs, crutches or other equipment.
  31. Tests and medical expenses not incident to treatment or diagnosis of a covered Sickness or Injury; or any treatment which is not medically necessary according to professional advice of an Doctor engaged by the Insurer for such advice. Treatment by a family member. The Policyholder/Insured Member as doctor treats themselves or dependants in the hospitals where they are working.
  32. Your failure to take all reasonable efforts to safeguard Your property or to avoid Injury or minimize any loss;
  33. any unexplained loss or mysterious disappearance;
  34. any payment of hijack, kidnap or ransom

Please note that these common exclusions will be applicable to all the insurance benefits set out in this Policy.

## **PART V – AGGREGATE LIMIT**

For travel group policies (mean all policies with the same Policy Holder, same Period of Insurance and same Destination), in all circumstances, Our maximum liability under those Policies shall not exceed one hundred twenty billion Vietnamese dong (VND120,000,000,000) for any one event combining Personal Accident (Article 1 – Personal Accident) and Medical Expenses (Article 2 – Medical Expenses). All claims under these policies occurring directly as a result of such events shall be aggregated for the purpose of this limitation and the benefits shall be paid pro-rata as required, maximum liability will not exceed one hundred twenty billion Vietnamese dong (VND120,000,000,000).

## **PART VI: MAKING A CLAIM**

### **Article 1 - Making a claim**

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, You or Your legal personal representative shall as soon as possible after Your return to Vietnam or within

thirty (30) days of the end of Your Trip:

- (a) render Us a fully completed claim form which is prescribed by Us; and
- (b) make available to Us at Your expense all relevant information We ask for (this may include official receipts, reports, certificates and other written or photographic evidence We may require to help prove Your claim); and
- (c) You or Your legal personal representative must not admit, deny or negotiate any possible claim without our written consent.

In the event of death, We reserve the right to arrange for a post mortem examination where this is not forbidden by law or religious belief. We shall bear the expenses incurred for such examinations, unless the claim is proved to be invalid, in which case We shall be entitled to recover all the expenses so incurred from the person making the claim.

Under Clause 6.7, 7.1, 7.2 và 7.3, You must report the loss to the relevant authority such as the Police or Local Government Authority or the Transport Provider or Vietnam Embassy overseas and furnish Us with a written statement or report from such authority when available.

### **Article 2 – Claim Documents**

The insured must send the claim documents to the Company, the cost of sending the Claim Documents would be paid by the Insured Person. The claim files include documents and specific information as follows:

- Insurance Certificate (original document)
- Copy of passport (page of customer information and page of departure date and arrival date to Vietnam)
- Copy air ticket and boarding pass
- Documents of the period of Trip (in case of Annual Policy)
- Documents of Loss and Claim Amount
- Other documents according to the request of the Company in case of loss

### **Article 3 - When We may refuse to pay a claim**

We may refuse to pay a claim if:

- (a) You fail to advise Us of anything that is expected under Your duty of disclosure;
- (b) You make any untruthful statement intentionally;
- (c) You commit a fraud;
- (d) You do not take reasonable precautions to protect Your property;
- (e) You fail to make available to Us the documents and information We need to help Us decide on any amount We may pay You; or
- (f) You make any offer of settlement or payment, or in any other way admit liability with third parties without our prior agreement.

## **PART VII: CANCELLATION AND REFUND**

### **Article 1 - Single Trip Policy**

For a Single Trip Policy, no refund of premium is allowed once the Policy is issued, except one of the below cases:

The visa to the country where You intend to travel is denied to grant. In this case, You shall have the right to terminate the Policy by sending Us a written notice together with the letter of the relevant foreign embassy denying the granting of a visa.

Or You cannot make the trip due to Emergency. In this case, You shall have the right to terminate the Policy by sending Us a written notice together with the medical documents related to above Emergency situation.

In all cases, We will refund You the premium You paid less five hundred thousand Vietnamese dong (VND500.000) administrative fee and less the pro-rata portion premium for the days the Policy has been effective. You have to bear any bank fees when We refund the premium by bank transfer.

## **Article 2 - Annual Policy**

- (a) Subject to Point (c) below, If You cancel Your Policy at any time by written notice to the Company, We will refund You the premium You paid less five hundred thousand Vietnamese dong (VND500.000) administrative fee and less the pro-rata portion premium for the days the Policy has been effective. You have to bear any bank fees when We refund the premium by bank transfer.
- (b) If We cancel Your Policy at any time by written notice to the address shown in the Policy, We will refund You a pro-rata portion of the premium for the days the Policy has been effective.
- (c) If You cancel Your Policy when We have agreed to pay any claim under the Policy or there has been an occurrence of any event for which may be payable under the Policy, there will be no refund of the premium You have paid. Sending a notice by You to cancel the Policy under Point (a) shall be deemed to waive the right to claim under the Policy which has arisen prior to the termination of the Policy.

## **PART VIII - PREMIUM WARRANTY**

This Policy will be automatically cancelled if the policy premium is not received by Us on the issued date of the Policy.

## **PART IX – LIABILITY OF POLICYHOLDER AND INSURED PERSON TO THE POLICY**

### **1. Obligation of information provision**

This Policy is based on the information given in the Proposal Form and other information provided to Us together with the Proposal Form. The accuracy and completion of the information provided by the Policyholder and/or the Insured Person(s) to Us in the Proposal Form or in other ways, including over telephone, will form the basis of and be part of this Policy.

Before entering into this Policy, the Policyholder and/or the Insured Person(s) must tell Us everything the Policyholder and/or the Insured Person(s) know or could reasonably be expected to know which will affect Our decision to provide the coverage, the premium, and other terms and conditions of the insurance. If the Policyholder and/or the Insured Person(s) are uncertain about whether a fact is relevant or not, the Policyholder and/or the Insured Person(s) must tell Us about it. If You do not provide this information to Us, We may:

- (i) reduce the amount payable for the claim; or
- (ii) refuse to pay the claim that may arise; or
- (iii) cancel Your Policy from the effective date of the Policy. In this case, We will not refund any premium.

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, You or Your legal personal representative shall as soon as possible after Your return to Vietnam or within thirty (30) days of the end of Your Trip:

- (a) render Us a fully completed claim form which is prescribed by Us; and
- (b) make available to Us at Your expense all relevant information We ask for (this may include official receipts, reports, certificates and other written or photographic evidence We may require to help prove Your claim); and
- (c) You or Your legal personal representative must not admit, deny or negotiate any possible claim



without our written consent.

In the event of death, We reserve the right to arrange for a post mortem examination where this is not forbidden by law or religious belief. We shall bear the expenses incurred for such examinations.

## **2. Reasonable Precautions**

The Policyholder and/or the Insured Person(s), at their own cost, must take reasonable precautions to prevent the occurrence of insurance events, and must comply with regulatory requirements and obligations as well as any reasonable suggestions of the Insurer.

## **3. General conditions for paying a claim**

Payment of any Articles under this Policy is subject to the coverage, conditions, exclusions and all other terms of this Policy. In addition, We will only be liable to pay a claim if all the following additional conditions are fully met:

- (i) You must be permanently residing in Vietnam; and
- (ii) You must not be over the age of eighty (80) at the time when You take up the Policy; and
- (iii) the insurance coverage is limited to a maximum of one hundred and eighty six (186) days for any single Trip; and
- (iv) You are only insured if the Policy You buy covers You for the country in which the claim occurs unless You provide Us with evidence to show You are in that country solely for the purpose of transit and You remain within the transit area of the airports; and
- (v) In the event of a claim, We will pay You reasonable and actual expenses incurred and included in the limits of the maximum amounts paid for each benefit and these limits are specified in the Benefits Table; and
- (vi) We will not pay You for claims which arise out of or in connection with items which are listed under General Exclusions or separate exclusions for each benefit; and
- (vii) In the event of the Your death, We will make payment to Your legal representative as designated in the Application Form. The receipt of the legal representative shall be a valid discharge to the Company; and
- (viii) We and our Medical Assistance Unit shall not be held responsible for failure to provide services or for delays caused by strikes or conditions beyond our control, including but not limited to, flight conditions or where local laws or regulatory agencies prohibit us and our services provider(s) rendering such services; and

- (ix) Failure by You to comply with the Claim procedure or to assist in claim investigation may result in denial of the claim and if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement is made then the Policy shall be void and no claim shall be payable; and
- (x) For reimbursement, We only accept the original document(s), including but not limited to invoice, receipt, medical report(s), etc. issued in accordance with the law of the country where those documents are issued.
- (xi) In case the claim documents are not in Vietnamese / English, the translation fee will be paid by the Insured / Beneficiary.

#### **PART X – REASONABLE PRECAUTIONS AND MATERIAL CHANGES**

Please read this Policy carefully to make sure You understand it. It is important that You:

- (i) read the whole Policy to make sure that the Policyholder and You understand the insurance coverage under this Policy (including exclusions that are not insured); and
- (ii) are aware of the limits on the amounts We will pay You where an insurance event occurs.

If You have any questions about this insurance, please call or write to Us. Contact details are shown both in the Benefit Table and/or Your Certificate.

Please inform Us immediately of any change in Your address and of any other change affecting You which requires an alteration to the Policy.

Subject to Part VI of this Policy Wording, where You may be entitled to receive a benefit under this Policy, please let Us know as quickly as possible. We should point out that delays in notification would affect Your claim.