

TRAVEL INSURANCE WORDING



Whereas the Insured by a proposal and declaration which shall form part of this Policy and in consideration of the Insured having paid to the Company the premium under the terms, general provisions and conditions, Insurance Benefits, exclusions, and endorsements of this Insurance Policy, the Company agrees to indemnify the Insured as follows:

SECTION I: DEFINITIONS

The Company	means	The Insurer(s) under this Policy.
The Policy Holder	means	Person or organization specified as Policy Holder in the Schedule of Policy who arranges the insurance for the benefits of the Insured(s). The Policy holder can be the Insured/ the Beneficiary.
The Insured	means	The person(s) named as the Insured in the Schedule of Policy and/or Endorsements who is insured by this Policy. The Insured can be the Beneficiary.
Accident	means	An event which happens suddenly from external means and giving rise to a result which is not intended or anticipated by the Insured.
Injury	means	Bodily injury which is caused directly and solely by an Accident and is independent from other causes.
Sickness	means	Symptoms, abnormalities, illnesses or diseases contracted by the Insured.
Loss or Damage	means	Bodily injury sustained by the Insured due to accident and resulting in loss of life, dismemberment or loss of sight, or loss of hearing or speech, or disability or injury or any loss or damage as defined in this Insurance Wording.
Terrorism	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in isolation or on behalf of or in connection with any organization for political, religious or ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.
AIDS	means	Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). This also refers to opportunistic infections, malignant neoplasms, or infections or illnesses indicated by blood test as positive for HIV. Opportunistic infections shall also include pneunocystis

carinii pneumonia, organism or chronic enteritis, virus and/or disseminated fungi infection. Malignant neoplasm shall include and not limited to kaposi's sarcoma, central nervous system lymphoma, and/or other dread diseases presently known as symptoms of AIDS or which cause sudden loss of life or sickness or disability. Acquired Immune Deficiency Syndrome (AIDS) shall



also include Human Immuno-deficiency Virus (HIV), encephalopathy dementia, and viral epidemics.

MSIG means
Assist

Representative of the Company that is authorized to provide services for the Insured regarding information service on medical care advisor, hospital admission, medical evacuation and repatriation, and other services insured by this Policy.

Pre-existing means **Conditions**

Physical conditions of the Insured as follows: sickness/injury/disease (including complications), symptom or abnormality occurred to the Insured within twelve (12) months preceding the effective date of this Policy with sufficient indication for a person to seek diagnosis or treatment or for a physician to provide diagnosis or treatment whether or not the Insured has actually taken medical treatment.

Strike & means Riots

Loss or damage caused directly by:

- 1. Acts of any individual in connection with a group of individuals with the intent of public disturbances; or
- 2. Willful acts of workers participating in a strike or lock-out for the furtherance of the strike or the lock-out whether or not such acts are with the intent of public disturbances; or
- 3. Acts of any lawfully constituted authority in carrying out its duty in suppressing or minimizing the consequences of an on-going public disturbance or in preventing the acts as specified in (2) or minimizing the consequences thereof.

Carrier means

Commercial airlines, ocean liners, train, or passenger bus, including their crews or agents.

Aircraft means

Aircraft of commercial airlines lawfully licensed for carrying passengers but not including helicopter.

Deductible means

The amount stated in the Schedule of Policy to be borne by the Insured in the event of loss or damage.

Hospital means

An establishment that holds a valid license for providing medical care, treatment and operation at the home country and provides diagnostic and surgical facilities, supplies 24-hour nursing services and has at least one physician/treatment physician on duty at all times. Hospital is not a spa, sauna, drug and/or alcohol treatment centre, nursing home, clinic, rest home, or convalescent home for the aged.



Country of means

Origin/

Home

Country

Dismember means

ment

The cutting off of wrist joint or ankle joint and shall also mean the loss of total usage of such members and there is clear medical indication that such members can no longer resume normal usage.

Country (nation) where the Insured Person is granted citizenship or permanent

Loss of means Sight

Complete blindness which is permanently incurable.

residence by its governmental agencies.

Total means
Permanent
Disability

While the Insured is performing any duty in his/her regular occupation and other occupations at the time of accident and suffers total permanent disability resulting in being unable to perform any duty in his/her regular occupation or other occupations totally and permanently.

While the Insured is unable to perform three (3) or more of the normal daily activities unassisted. The Normal Daily Activities shall include (1) Washing Oneself (2) Getting Dressed (3) Taking Food (4) Sanitation (5) Mobilizing Oneself (6) Moving Oneself, of which details are as follows:

- 1. Washing Oneself means the ability to wash oneself in a bathroom or to take a bath or other activities referring to keeping oneself cleaned;
- 2. Getting Dressed means the ability to put on or to take off clothes and to change/replace expendable medical supplies/equipment;
- 3. Taking Food means the ability to eat any food already cooked/prepared;
- 4. Sanitation means the ability to control the bodily functions in regard to intestine and bladder while using or not using a tube, support equipment or any prosthetic devices to keep sanitized;
- 5. Moving Oneself means the ability to move within the premise from one room to another situated on the same level ground;
- 6. Mobilizing Oneself means the ability to mobilize oneself from a bed to a chair or other objects with similar description.

Loss of means Hearing

Permanent and incurable loss of hearing.

Loss of means Speech

The loss of the ability to clearly pronounce any of the three (3) of the four (4) following sounds which makes up the speech: labial sound, labiodental sound, palatal sound and velar sounds; total loss of vocal cords or damage to the linguistic center of the brain resulting in loss of language ability.

Physician means

A person having professional qualification(s) in medicine duly licensed or registered to practice medicine within the scope of his/her license under the law of the country where the physician conducts diagnosis and medical treatment



activities. Physician is not at the same time the Policy holder/ the Insured or member family of the Policy holder/ the Insured.

Nurse means A person legally licensed to perform nursing duties.

Medically means
Necessary
and
Reasonable
Expenses

Medical expense and/or any reasonable expenses which a hospital may charge a general patient for treatment received by the Insured, but not including the cost of dental related treatment or treatment related to sound pronunciation unless caused by accident, and not including any expenses for Emergency Medical Evacuation and Repatriation and Repatriation of Mortal Remains (if any).

In-Patient means

A person who needs to be admitted for medical treatment in hospital or medical facilities for a period of not less than six (6) consecutive hours providing such person being registered as an in-patient by diagnosis and advice of a physician based on indication of medical standard and for a duration that is suitable for the treatment of injury or sickness. This includes the event where the person is admitted as an in-patient and suffers loss of life before the six (6) hours complete.

Family means **Members**

Spouse of the Insured, parents of the Insured, parents of the spouse of the Insured, children or siblings of the Insured

Serious means injury or Serious illness

Whenever applied to the Insured Person, one which requires treatment by a Physician or one which results in the Insured Person being certified by that Physician as unfit to travel or continue with his/her original Trip.

When applied to the immediate family member, an Injury or Sickness requires treatment by a Physician and being certified by that Physician as dangerous to life and required to be admitted for treatment in hospital.

Public transportation

means

Any licensed and scheduled land, sea or air transport which has fixed and established routes and which any member of the public can join at a recognised stop and pay a fare. This excludes taxis.

Natural means
Perils

Perils arising from natural causes giving rise to loss of or damage to residence, including forest fire, flood, windstorm, earthquake, tsunami, hail and rock or landslide.

Personal means effects

Properties carried on the Insured on the trip which are not stated in the Exclusions.

Household means **effects**

Household items which are not normally carried by a person on a trip, such as clothing items not necessary for the trip, kitchen utensils, household appliances.



Souvenirs means Items of Symbol or memorabilia for a special event or place or anything

merchandized or given as a souvenir.

Jewelry means Items worn as decorative items on a person such as rings, bracelets, necklaces,

armillary, earring, pendant...

Baggage means Baggage carrying clothes or personal items required for use while travelling but

not including wallet, purse, backpack not being used for carrying clothes or personal items in place of a baggage, or bags for general use which is not

travelling baggage.

Third party means Any person excluding the Insured Person's family member or person(s)

regularly living with the Insured Person, employees of the Insured Person during

the period of service and any person travelling with the Insured Person.

First means

Departure Date the date of departure shown on Your Flight Schedule.

First Arrival means

the date of arrival shown on Your Flight Schedule.

Date



SECTION II: GENERAL CONDITIONS

1. <u>Insurance Contract</u>

The agreement between the Policy Holder and the Company; the Policy Holder shall pay the insurance premium and the Company shall indemnify in case of insured event under the Insurance Contract.

The Insurance Contract includes: Policy wording; Insurance Benefit, Proposal form (if any), Schedule/Certificate of Policy which is an evidence of concluding the Insurance Contract, Endorsements and other agreements (if any). Any changes of wordings in the insurance contract must be agreed by the Company and formally noted in the Insurance Policy or Endorsements for such changes to be valid.

The Company has the right to laterally cancel the Insurance Contract and to collet premium for the period until the time of cancellation if the Policy Holder:

- a) Deliberately provides a false information for the purpose of entering into the Insurance Contract to receive insurance money or to be indemnified.
- b) Fails to perform the duty of providing information for the Company about the circumstances which may increase the risks or create more liabilities for the Company during the contractual period as per the Company's request, pursuant to the Law on Insurance Business.

2. Period of Insurance

The period of each trip of the Insured shall commence and expire within the Period of Insurance as stated in the Schedule/ Certificate or Policy.

Insurance coverage shall commence two (2) hours before the Insured departs from Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or at the date and time specified in the Schedule, whichever comes later and shall continue until the Insured shall return to his/her residence within Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or within two (2) hours after arrival in Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or until the expiry of the insurance whichever comes first (unless specified otherwise in this Policy).

For TRAVELOKA:

1. One-way trip (in-flight or in-airport):

Commencement	a. Except for Flight Cancellation benefit, the cover commences upon check-in on the	
of Cover	First Departure for a Scheduled Flight which will include the time the Insured	
	inside any airport premises for the purpose of commencement or continuation of the	
	Scheduled Flight.	
	b. The cover for Flight Cancellation benefit commences 24 hours from the purchase	
	of the Air Ticket for a Scheduled Flight on the First Departure Date.	
Expiry of Cover	c. Except for Flight Cancellation benefit, the cover ends upon the Insured's departure	
	from the airport at the Country of Arrival.	
	d. The cover for Flight Cancellation ends upon the First Departure Date.	

2. Return trip (in-flight or in-airport):



Commencement	a. Except for Flight Cancellation benefit, the cover commences upon check-in on the	
of Cover	First Departure and First Arrival of return for a Scheduled Flight which will inc	
	the time the Insured is inside any airport premises for the purpose of commencement	
	or continuation of the Scheduled Flight.	
	b. The cover for Flight Cancellation benefit commences 24 hours from the purchase	
	of the Air Ticket for a Scheduled Flight on the First Departure Date or the First	
	Arrival Date of the return Scheduled Flight.	
Expiry of Cover	c. Except for Flight Cancellation benefit, the cover ends upon the Insured's departure	
	from the airport at the Country of Arrival and Home Country.	
	d. The cover for Flight Cancellation ends upon the First Departure Date or the First	
	Arrival Date.	

3. Notification of Accident

The Policy Holder, the Insured, the Beneficiary or their representative as the case may be must inform the Company and/or MSIG Assist without delay of any injury sustained. In case of loss of life, the Company and/or MSIG Assist must be notified immediately unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

4. Claim Notification and Claim Documents

In claiming for compensation, the Policy Holder, the Insured, the Beneficiary or their representative as the case may be, at own expense, must submit all necessary evidences (as requested by the Company) to the Company within thirty (30) days from the occurrence of the insured event.

However, the failure to file claim within the specified time line shall not diminish the rights of the Insured to claim if it can be proven that there is practical reason for the failure to do so and the claim indemnification has been made as early as possible.

4.1 Claim documents for Loss of Life Benefit (or Double Limit Cover Benefit)

- 1. A completed claim form of the Company
- 2. A Death Certificate.
- 3. A copy of the autopsy report, certified by the Case Officer or issuing authority.
- 4. A copy of the police report, certified by the Case Officer.
- 5. A copy of the Identity Card and the House Registration of the Insured stating the Insured is "deceased".
- 6. A copy of the Identity Card and the House Registration of the Beneficiary.
- 7. Copies or original versions of legal documents of the legal heir (legal Beneficiary).
- 8. A copy of the Insured's Passport (including full immigration and migration parts)
 Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation).

4.2 Claim documents for Dismemberment or Loss of Sight or Loss of Speech or Hearing or Total Permanent Disability

- 1. A completed claim form of the Company
- 2. A report of the Board of Medical Examiners/Board of attending Physicians certifying the Insured



has suffered from total permanent disability or dismemberment or loss of sight, or loss of speech or hearing.

- 3. A police report or proceedings about the accident which results in injury on the Insured.
- 4. Medical records about post-accident treatment
- 5. A copy of the Insured's Passport (including full immigration and migration parts)
- 6. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation.

4.8 Claim Documents for Trip Cancellation or Postponement

- 1. A Completed Claim Form of the Company.
- 2. Receipts of the Travel Agency or Carrier, receipts for accommodations and meals, stating the amount paid.
- 3. A Physician's Report (in the case of Serious injury or Sickness of the Insured or of Family Members)
- 4. A Death Certificate (in the case of Death of the Insured or of Family Members)
- 5. A copy of the Insured's Passport (including full immigration and migration parts)
- 6. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation)
- 7. Other documents as necessarily required by the Company.

4.10 Claim Documents for Flight Delay

- 1. A completed Claim Form of the Company.
- 2. A copy of the Insured's Passport (including full immigration and migration parts)
- 3. All the boarding passes and air tickets.
- 4. A letter certifying the flight delay issued by the responsible authority or the relevant commercial airline.
- 5. Other documents as necessarily required by the Company.

4.11 Claim Documents for Loss of or Damage to Baggage and/ or Personal Effects contained in the Baggage.

- 1. A completed Claim Form of the Company.
- 2. A letter certifying the loss or damage or "Property Irregularity Report" issued by the carrier or the hotel management specifying details of loss or damage in the case the loss or damage occurred while under care of the carrier or hotel.
- 3. A Police Report or Police Register issued by the local police.
- 4. A copy of the Insured's Passport (including full immigration and migration parts)
- 5. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation)
- 6. Other documents as necessarily required by the Company.

4.12 Claim Documents for Baggage Delay

- 1. A completed Claim Form of the Company.
- 2. A copy of the Insured's Passport (including full immigration and migration parts)
- 3. A letter certifying the baggage delay issued by the carrier.
- 4. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation)
- 5. Other documents as necessarily required by the Company.



4.13 Claim Documents for Personal Liability

- 1. A completed Claim Form of the Company.
- 2. A copy of the Insured's Passport (including full immigration and migration parts)
- 3. Photographs (if any) and evidence showing the loss or damage occurred to the Third Party.
- 4. A Physician's Report and copy of the medical treatment receipts in the case of bodily injury of the Third Party.
- 5. Receipts for the repair work in the case of property damage of a Third Party or receipts for the replacement items in the case of lost property.
- 6. Other documents as necessarily required by the Company.

4.16 Claim Documents for Missing Connecting Flight

- 1. A completed Claim Form of the Company.
- 2. A letter certifying the travel misconnection and stating the reason of the misconnection issued by the carrier.
- 3. A copy of the Insured's Passport (including full immigration and migration parts)
- 4. Copies of all air tickets and board passes.
- 5. Other documents as necessarily required by the Company.

5. Claim Indemnification

The Company shall pay claim within fifteen (15) days after the receipt of complete and proper proof of loss or damage. For compensation for loss of life, the Company shall pay to the Beneficiary, while other types of compensation shall be paid to the Insured.

6. Beneficiary under this Insurance Policy

Beneficiary is a person or organization specified as Policy Holder in the Schedule of Policy to receive compensation.

In case the Insured is also the Beneficiary and the Insured dies or loses civil act capacity, the Company shall settle in accordance with the terms of Civil Law on representation and inheritance.

7. Payment of Premium and Adjustment of Premium

The Policy Holder or the Insured must pay premium immediately when due or before the inception date of insurance coverage. For Single Trip Cover, the period of insurance contract commences and expires within the period of insurance as stated in the Schedule of Policy or the Insurance Certificate. The Company shall calculate premium based on the actual number of Insured(s) as declared by the Policy Holder or the Insured to the Company at the commencement of the insurance contract.

8. Cancellation of Insurance Policy

The Insurance Policy shall become invalid in case the Policy Holder or the Insured fails to pay the full insurance premium within the agreed premium payment warranty period, in compliance with the requirements of the laws.

Cancellation of Insurance Policy by either party shall be cancellation of the whole Insurance Policy. Cancellation of individual Insurance Benefits or any parts thereof during the Insurance Period cannot be made.



Cancellation of Insurance Policy for Single Trip Cover after the Company has issued the Policy shall be without any premium refund, except in case the Insured is not granted Visa subject to evidence issued by relevant Embassy is provided and the Insured notifies the Company prior to the inception date of the Policy, the Company shall refund 100% premium to the Insured.

If it is evident to the Company that the Policy Holder or the Insured acts in dishonesty for self or others to obtain benefit from this insurance, the Company shall have the right to terminate this Policy at any time by giving a written notice and the coverage of this Policy is to cease immediately.—In such case, the Company shall refund premium in proportion with the remaining Period of Insurance.

In all cases, the cancellation of the Insurance Contract shall be subject to the requirements of prevailing laws.

9. Law and jurisdiction

The applied laws and jurisdiction (if any) is the laws and jurisdiction of the Socialist Republic of Vietnam.

10. Arbitration

In the event there is any difference, dispute or claim under this Policy between the Claimant and the Company and if the claimant requests and wishes that such difference or dispute be settled by arbitration, the Company will agree to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.

11. Rights and obligations of the parties

- 11.1 Rights and Obligations of the Company
- 1) The Company has the right to:
- Collect premium as agreed in the Insurance Contract.
- Request the Policy Holder to provide fully and honestly the information relating to the concluding and performance of the Insurance Contract.
- Unilaterally cancel the Insurance Contract in accordance with the Law on Insurance Business.
- Refuse to pay compensation for the Beneficiary or refuse to indemnify the Insured in cases not within the scope of coverage or being excluded as agreed in the Insurance Contract.
- Request the Insured to implement measures to prevent and minimize loss and damage in accordance with regulations of law.
- Request the third party to reimburse the amount of compensation the Company has indemnified the Insured for the loss and damage caused by the third party to property and civil liability.
- Other rights in accordance with the regulations of law and this Policy.

2. The Company is obliged to:

- Explain to the Policy Holder about the terms and conditions of insurance; rights and obligations of the Policy Holder.
- Issue an Insurance Certificate for the Policy Holder after the insurance contract has been concluded.
- Pay compensation to the Beneficiary or indemnify the Insured in a timely manner after the occurrence



of the insured event.

- Other obligations in accordance with the regulations of law and this Policy.
- 11.2 Rights and Obligations of the Policy Holder
- 1) The Policy Holder has the right to:
- Select an insurance company in Vietnam to purchase insurance.
- Request the Company to explain the terms and conditions of insurance and issue an Insurance Certificate.
- Unilaterally cancel the Insurance Contract in accordance with the Law on Insurance Business.
- Request the Company to pay compensation to the Beneficiary or indemnify the Insured in a timely manner after the occurrence of the insured event.
- Assign the Insurance Contract in accordance with the agreement of the Insurance Contract or the regulations of law.
- Other rights in accordance with the regulations of law and this Policy.
- 2) The Policy Holder is obliged to:
- Pay premium in full, within the time limit and with the method as agreed in the Insurance Contract.
- Declare honestly and in full all the facts related to the Insurance Contract as required by the Company.
- Notify the Company about the circumstances which may increase the risks or create more liabilities for the Company during the contractual period as per the Company's request.
- Notify the Company about the occurrence of insured event as agreed in the Insurance Contract.
- Implement measures to prevent and minimize loss and damage in accordance with regulations of law.
- Other obligations in accordance with the regulations of law and this Policy.

IMPORTANT CONDITIONS

(Conditions you must meet for this insurance to operate)

The insurance operates only if you meet all of the following conditions:

- 1. The round trip must begin and end in Vietnam.
- 2. At the time of arranging the trip or taking out this insurance, neither you nor any other insured person is aware of any circumstances which are likely to lead to a claim under the policy.
- 3. At the time you send us your application for this insurance, none of the intended insured persons have already left Vietnam on any trip meant to be covered by this insurance. An insured person is not covered for the entire trip if they leave Vietnam before the start of the period of insurance.
- 4. If an insured person has ever been refused cover or had special terms placed on them by any insurer for travel insurance, they must declare this at the point of application and we must accept them, or there will be no cover for them.
- 5. The insured persons are not travelling against the advice of a doctor or for the purpose of getting medical treatment.
- 6. The insured persons must be in good health or free from physical defects.



SECTION III: INSURANCE BENEFITS

Whilst the Policy is being in force under the terms, Insurance Benefits, exclusions, general provisions and conditions and endorsements of this Insurance Policy and in consideration of the Policy Holder or the Insured having paid to the Company the premium due, the Company agrees to cover specifically for the Insurance Benefit(s) attached to this Policy and per the sum insured specified in the Schedule of Policy and Schedule of Endorsements (if any) only:



INSURANCE BENEFIT

Loss of Life, Dismemberment, Loss of Sight, Loss of Speech or Hearing or Total Permanent Disability due to Accident

Coverage

In the event the Insured suffers bodily injury from accident while travelling and such injury causes the Insured to suffer from loss of life, dismemberment, loss of sight, loss of hearing or speech, or total permanent disability within one hundred and eighty (180) days from the date of the accident or the injury which causes the Insured to receive continuous medical treatment as an in-patient in a hospital or medical facilities and loss of life occurs later because of such injury, the Company shall pay compensation as follows:

1	100% of the sum insured	for loss of life
2	100% of the sum insured	for total permanent disability and such disability must continue for
		not less than twelve (12) months after the accident or if there is a clear
		medical indication that the Insured suffers total permanent disability.
3	100% of the sum insured	for loss of both hands from the wrist joint or both feet from the ankle
		joint, or loss of sight for both eyes.
4	100% of the sum insured	for loss of one hand from the wrist joint and one foot from the ankle
		joint.
5	100% of the sum insured	for loss of one hand from the wrist joint and loss of sight in one eye.
6	100% of the sum insured	for loss of one foot from the ankle joint and loss of sight for in eye.
7	100% of the sum insured	for permanent total loss of speech and hearing of both ears.
8	60% of the sum insured	for loss of one hand from the wrist joint.
9	60% of the sum insured	for loss of one foot from the ankle joint.
10	60% of the sum insured	for loss of sight in one eye.
11		for permanent total loss of hearing of:
	75% of the sum insured	a) Both ears
	15% of the sum insured	b) One ear

The Company shall compensate only one item of loss which has the highest amount. During the policy period, the Company shall pay compensation for claims occurred under this Insurance Benefit in total not exceeding the maximum sum insured specified in the Schedule of Policy. If the Company has not paid up to such maximum amount of the sum insured, the Company shall continue to provide cover in the remaining sum insured amount until the expiry of the policy period.

Note: The Company shall be liable to pay one in the two benefits: Loss of Life or Double Limit. The Company shall not pay for both benefits.

Additional Exclusions Specific to this Insurance Benefit

- 1. Loss or damage arising from bodily injury due to or in consequence of causes as follows:-
 - 1.1. Any acts of the Insured while under the influence of alcohol or addictive substances or drugs of



harmful nature to the extent of being incapable of controlling one's senses.

The definition of "under the influence of alcohol" in the case of a blood test is a level of alcohol of 150-mg.% or higher;

- 1.2. Suicide or attempt at suicide or self-inflicted injury or attempt thereof either by self or by consenting others to do so and whether in the state of insanity or not, including accident occasioned by the Insured consuming or drinking or injecting drugs or toxic substances into body and the use of drugs in excess of doctor's prescription;
- 1.3. Pregnancy, miscarriage, abortion, childbirth, any complications from pregnancy.

2. Loss or damage arising from bodily injury occurring during the time as follows:

- 2.1. While the Insured is participating in or practicing for or competing in professional sports or while engaging in all types of motor or car racing or boat racing, horse racing, skiing including jet-ski, skating, boxing and parachute jumping (except parachute jumping to save life), boarding or alighting or travelling in a hot-air balloon or glider, bungee jumping, all diving activities which require the use of oxygen tanks and underwater respirator.
- 2.2. While the Insured is participating in rock climbing, trekking/mountaineering.
- 2.3. While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline and while operating or serving as crewmember in any aircraft.
- 2.4. While the Insured is engaging in brawl or having part in inciting a brawl.
- 2.5. While the Insured is in the course of committing a felony or while under arrest by or escaping arrest of authorities because of the commission of a felony except for light punishment or compoundable offense.
- 2.6. While the Insured is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression.
- 2.7. While the Insured has mental and nervous disorders including insanity.

INSURANCE BENEFIT Trip Cancellation or Postponement

Coverage

In the event the trip of the Insured is cancelled or postponed due to:

- 1. Death or Serious Injury or Sickness of the Insured's Family Members;
- 2. Damage to the residence of the Insured caused by fire, lightning, explosion caused by cooking gas, including natural perils;

And causes the Insured to not being able to travel as scheduled, the Company shall indemnify the Insured for loss or damage due to trip cancellation or trip postponement occurring within sixty (60) days before the departure date, such as advance payment for the trip, cost of airfares, accommodations and meals paid by the Insured in advance, being the loss or damage not recoverable from any other sources and being a consequence of trip cancellation or postponement before the date of commencement of the trip maximum not exceeding the Sum Insured as stated in the Policy Schedule.

This coverage is in force only when the Insured purchases insurance before the Insured becomes aware of any circumstances which could lead to the cancellation or postponement of his/her journey provided the Insured shall be responsible for the Deductible (if any).

Additional Exclusions Specific to this Insurance Benefit

- 1. Loss or damage caused by government regulations or control, bankruptcy, liquidation or default of travel agencies or carrier which causes trip cancellation or the carrier cancels its services.
- 2. Loss or damage recoverable from other sources such as hotel, carrier, travel agency or other operators involved in the arrangement of travel, meals and accommodations.
- 3. Trip cancellation or postponement due to financial situation or alteration of trip plan of the Insured or Family Members.
- 4. Trip cancellation or postponement which is known to the Insured before the purchase of this insurance.
- 5. Loss of or damage to the business, business obligations, or duty obligations of Insured or his/her Family Members.
- 6. Loss of or damage to any travel privileges of the Insured.
- 7. Trip cancellation or postponement due to unlawful acts committed by the Insured or criminal charges against the Insured.
- 8. Trip cancellation or postponement which the Insured fails to notify the travel agency or tour operator or carrier or hotel immediately after becoming aware of the necessity to cancel or postpone the scheduled trip unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

INSURANCE BENEFIT Flight Delay

Coverage

In the event that the departure of the aircraft in which the Insured (as a passenger) has arranged to travel is delayed from schedule as stated in the air ticket when the Insured presents himself/herself for check-in or check-in online within the time required by the airline due to:

- 1. Bad weather conditions;
- 2. Mechanical problems of the aircraft;
- 3. Strike or other operations by employees of commercial airline or airport preventing the departure; The Company shall indemnify as follows:
 - 1. In the event the airline does not cancel the flight, the Company shall pay the benefit amount as specified in the Schedule of Policy for every three (3) hours of flight delay but in total not exceeding the sum insured as stated in the Schedule of Policy;
 - 2. In the event the airline cancels the flight when the aircraft's departure schedule is delayed from the original schedule for a time period exceeding three (3) hours, the Company shall pay the benefit amount as specified in the Schedule of Policy.

Subject to the Insured is not entitled to claim for both item 1 and item 2 above for a same event.

Additional Exclusions Specific to this Insurance Benefit

- 1. Expense for any loss or damage or consequential loss directly or indirectly, regardless of cause, arising from:
 - 1.1. Functions or malfunctions of the Internet or similar network or Intranet or private network or other similar network;
 - 1.2. Damage, destruction, errors, deletion or loss or other damages to software data or programme commands or any kind of commands.
 - 1.3. Loss of use or of total operation or any part of data, software program login, computer or computer system or other equipment operated by microchip or embedded logic and the inability or breakdown of the business operation of the Insured that follows.
- 2. Loss or damage arises directly or indirectly from or consists of the failure or inability of any of the following:
 - 2.1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - 2.2. media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - a) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time;
 - b) the operation of any command or logic which has been programmed or incorporated into anything referred to in (2.1) and (2.2) above.

- 3. Loss of or damage to any travel privileges of the Insured.
- 4. Flight delay which is known to the Insured before the purchase of this insurance.

INSURANCE BENEFIT

Loss of or Damage to Baggage and/or Personal Effects contained in the Baggage

Coverage

In the event the Insured's baggage and/or personal effects which are contained in the baggage are lost or damaged due to one of the following occurrences while travelling:

- 1. Errors committed by hotel staff or carrier while the Insured has deposited the baggage and other personal effects contained in the baggage and the hotel staff or the carrier accepts to safe keep such items under its care; or
- 2. Theft with evidence of forcible entry into the hotel room where the Insured is registered as guest; or
- 3. Being seized, threatened, or violently assaulted to take away the baggage and/or personal effects in the baggage.

The Company shall pay for the repair of the damage to the baggage and/or personal effects contained in the baggage, or replace the baggage and/or personal effects contained in the baggage with similar items. In case replacement cannot be made, the Company shall pay as cash in accordance with the actual value of such items at the time of damage (calculated based on the value at the purchase date and deducting any depreciation) but not exceeding the sum insured as specified in the Schedule of Policy.

Additional Exclusions Specific to this Insurance Benefit

- 1. This insurance does not cover the Deductible (if any).
- 2. Loss of or damage to property as follows:
 - Baggage which is not travel Baggage as defined in the Definitions, animals, motor-propelled vehicles (including accessories of such vehicles), any other vehicles or vessels, snow skis, household effects, antiques, television, CD player, laptop, handheld computers or any portable electronic devices or any kind of Smart Devices, mobile phones, diamonds, gold, silver, including gold and silver products, precious stones, precious metals, fur, or items decorated with such materials, jewelry, watches and wristband of any kind, contact lenses, wheel-chair, denture, artificial limbs, hearing aid, securities, documents, promissory notes, bank notes, coins, or souvenirs.
- 3. Loss or damage caused by wear and tear, gradual deterioration, moths, vermin such as mice, inherent vice or damage sustained due to any process by the Insured to repair, clean or modify any property.
- 4. Loss of or damage to hired or leased equipment.
- 5. Seize or dispossession of property under law, confiscation of property by order of government, transportation of illegal trades, or any other unlawful acts.
- 6. Loss or damage recovered from the hotel or carrier.
- 7. Loss or damage recoverable from the hotel or carrier.

- 8. Loss to baggage sent in advance by the Insured or souvenirs and articles mailed or shipped separately.
- 9. Properties left behind by the Insured in any vehicles or public places or losses as a result of the Insured's negligence in taking due care and precautions for the safeguard and security of such properties.
- 10. Loss of trading goods or product samples.
- 11. Loss of data recorded on tapes, programmes, discs, data storage cards, or other similar devices.
- 12. Loss of or damage to the Insured's baggage left unattended in public places.

INSURANCE BENEFIT Baggage Delay

Coverage

In the event the Insured's baggage arrives at the destination more than three (3) hours after schedule due to errors of the carrier, the Company shall indemnify the Insured in the amount specified in the Schedule of Policy for every three (3) consecutive hours of the Baggage Delay but in total not exceeding the Sum Insured specified in the Schedule of Policy.

Duty of the Insured to Preserve the Company's Right

In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.

Additional Exclusions Specific to this Insurance Benefit

- 1. Expense for any loss or damage or consequential loss directly or indirectly, regardless of cause, arising from:
 - 1.1. Functions or malfunctions of the Internet or similar network or Intranet or private network or other similar network:
 - 1.2. Damage, destruction, errors, deletion or loss or other damages to software data or programme commands or any kind of commands.
 - 1.3. Loss of use or of total operation or any part of data, software program login, computer or computer system or other equipment operated by microchip or embedded logic and the inability or breakdown of the business operation of the Insured that follows.
- 2. Loss or damage arises directly or indirectly from or consists of the failure or inability of any of the following:
 - 2.1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - 2.2. media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - a) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time;
 - b) the operation of any command or logic which has been programmed or incorporated into anything referred to in (2.1) and (2.2) above.



INSURANCE BENEFIT Personal Liability

Coverage

This Insurance Policy covers Personal Liability by which the Company shall pay compensation on behalf of the Insured for the amount that the Insured is legally liable to pay for:

- 1. Loss of Life or Bodily Injury of a Third Party due to or as a result of an accident caused by the Insured:
- 2. Loss of or Damage to Property of a Third Party due to or as a result of an accident caused by the Insured.

Provided the Total Liability of the Company shall not exceed the Limit specified in the Schedule of Policy.

Additional conditions specific to this Insurance Benefit

- 1. The Insured shall not conduct any acts as to agree to compensate or admit liability to a Third Party or any other parties or conduct any acts which may lead to a law suit or defense of a law suit without the a written consent of the Company.
- 2. The Insured shall take all reasonable precautions to prevent loss or damage that may occur.
- 3. In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.

Additional Exclusions Specific to This Insurance Benefit

- 1. Loss or damage including bodily injury occurred to a person(s) who is a relative or employee or deemed by law to be employee of the Insured.
- 2. Loss of or damage to property which belongs to the Insured or by law is under custody or control of the Insured.
- 3. Loss or damage relating to any liability assumed under contract, without which the Insured would not be liable.
- 4. Loss or damage relating to the Insured's willful, malicious or unlawful acts.
- 5. Loss or damage due to the ownership, possession or use of vehicles, aircraft, firearms, animals, land, or building or arising out of negligence in control or care.
- 6. Liability in connection with trade or profession or errors in business operations.
- 7. Loss or damage due to acts of the Insured while in the state of mental and nervous disorder, insanity, including while being engaging in a brawl or having part in inciting a brawl.

INSURANCE BENEFIT Missing Connecting Flight

Coverage

In the event the Insured misses a scheduled onward connecting flight at the transfer point due to late arrival of the Insured's incoming flight at the transfer point and no other onward flight is available to the Insured within four (4) hours of the Insured actual arrival time at the transfer point, the Company shall pay for the amount as specified in the Schedule of Policy for every four (4) consecutive hours of delay but not exceeding the sum insured specified in the Schedule of Policy.

Additional Exclusions Specific to This Insurance Benefit

This insurance does not cover the Missing of Connecting Flight arising from or occasioned by:

- 1. The Insured's failure to be present at the check-in point on time;
- 2. Negligence of the tour operator or travel agency;
- 3. Delay caused by cancellation of service of the carrier or by order or advice of government.

INSURANCE BENEFIT MSIG Assist support services

The following support and emergency services are available 24/24 to the Insured:

- Medical Referral Service
- Hospital Admission Assistance including guarantee of hospital charges deposit and direct payment of hospitalization expenses incurred in an insured event.
- Emergency Medical Evacuation and Repatriation.

MSIG ASSIST HOTLINE: as specified in the Certificate/ Schedule or Policy.

SECTION IV: GENERAL EXCLUSIONS

This insurance does not cover:

- 1. Any loss or damage arising or caused by the following:
 - 1.1. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - 1.1.1. war, invasion, acts of foreign enemies, hostilities or warlike 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
 - 1.1.2. any act of terrorism including but not limited to
 - 1.1.2.1. the use or threat of force, violence and/or
 - 1.1.2.2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or
 - 1.1.3. any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1 or 1.1.2 above.
 - 1.2. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.2.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.2.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.2.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.2.5. any chemical, biological, bio-chemical, or electromagnetic weapon.
 - 1.3. Loss of or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
 - 1.3.1. permanent or temporary dispossession of any property resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority;
 - 1.3.2. permanent or temporary dispossession of any property resulting from the unlawful occupation of such machinery by any person;

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary

dispossession which is otherwise covered by this Policy;

- 1.3.3. the destruction of property by order of any public authority.
- 1.4. Riots and Strike.
- 1.5. Whilst the Insured is working in a high-risk environment or a laborer task, maneuvering machineries, oil or gas rigs, underground mines, fishery.
- 1.6. Additional exclusions specific to each Insurance Benefit

As specified in each corresponding Insurance Benefit.

- 2. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 (VN35)
- 1. This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1.1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 1.5. Any chemical, biological, bio-chemical, or electromagnetic weapon.
 - 3. War and terrorism exclusion (WTE2)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes:

Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1. War, invasion, acts of foreign enemies, hostilities or warlike 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
- 2. Any act of terrorism including but not limited to
- a. The use or threat of force, violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or
- 3. Any action taken in controlling, preventing, suppressing or in any relating to 1 or 2 above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

4. Sanction limitation and exclusion (SLE2)

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

5. Cyber primary exclusion (CPE1)

- 1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking.
- 2. Consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking, but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

Defined Contingency

For the purpose of this Exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

6. Political risk exclusion (PRE1)

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

i. Permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority

[English version is for reference only. Bản tiếng Anh chỉ để tham khảo.]

- ii. Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
- iii. The destruction of property by order of any public authority In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
- 7. Cyber liability exclusion (CLE1) applicable for Personal liability section only It is hereby understood and agreed that this Insurance shall not indemnify the Insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- 8. Asbestos exclusion applicable for Personal liability section only This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
- (a) Asbestos, or
- (b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.