# TRAVEL PROTECTOR POLICY

Here is Your Travel Protector Insurance Policy. Please examine it together with the Schedule or Certificate of Insurance, to make sure that You have the protection You need.

It is important that the Policy, the Schedule or Certificate of Insurance and any amendments are read together to avoid any misunderstanding.

# **How Your Insurance Operates**

Your Travel Protector Insurance Policy is a contract between us, the Company, and you, our Insured named in the Policy Schedule. The Application Form, declaration and any information You gave Us when applying for the Policy, are the basis of this contract.

In return for Your payment of premium, We will provide You with insurance cover as described in the Policy during the period of insurance or any subsequent period for which You pay and We accept the required premium.

#### Our Promise of Service

We wish to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so, please contact our Marketing Manager who will be ready to help you with your concerns.

Please read the Policy and Schedule or Certificate carefully, keep them safe and take them with You if possible when You travel. Also, we suggest that You keep Your family members informed of this insurance cover as it would be helpful in the event of a claim.

#### **DEFINITIONS**

## Period of Cover

Unless otherwise stated means:

(a) For return trip

from the time during the Period of Insurance that You leave Your home or workplace in Vietnam for the direct purpose of commencing a trip abroad to three (3) hours after You arrive back in Vietnam or on the expiry date of the Period of Insurance shown in the Schedule or Certificate, whichever is sooner.

(b) For one way trip

from the time during the Period of Insurance that You leave Your home or workplace in Vietnam for the direct purpose of commencing a trip abroad to seven (7) calendar days from the scheduled time of arrival at Your final destination or on the expiry date of the Period of Insurance shown in the Schedule or Certificate, whichever is sooner.

(c) For annual cover

means a return trip as defined in (a) not exceeding 90 days which takes place within the annual period specified in the Schedule or Certificate as the Period of Insurance or within any subsequent annual period for which You shall have paid and We shall have accepted a renewal premium.

#### The Insured / You / Your

The insured person or persons named in the Schedule or Certificate.

Adult - An insured person aged 18 years and above at the commencement of any trip.

Child - An insured person aged below 18 years at the commencement of any trip.

#### We / Us / the Company

MSIG Insurance (Vietnam) Co., Ltd..

#### **Schedule or Certificate**

Schedule or Certificate containing details of insured person(s) Plan selected and Period of Insurance. The Schedule or Certificate forms part of the Policy.

# Accident

An event which happens suddenly and gives rise to a result which the Insured Person did not intend or anticipate.

## **Bodily Injury**

All bodily injury suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

#### Period of Insurance

The period of insurance specified in the Schedule or Certificate.

## **Sickness**

Sickness or disease of the Insured contracted by accident which requires the treatment by a Medical Practitioner and which results in expenses being necessarily incurred.

## **Medical Practitioner**

A legally registered medical practitioner qualified to practise western medicine and surgery.

## Loss of Sight

Total and irrecoverable loss of sight.

# Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

# **Public Transport**

Any licensed and scheduled service which any member of the public can join at a recognised stop and pay a fare. Public Transport shall include taxi service.

# Serious Bodily Injury / Serious Sickness

Bodily Injury or Sickness which causes the total disablement of the Insured and which has lasted or likely to last for more than 14 days, as certified in writing by a Medical Practitioner.

Subject to the terms conditions and exclusions of this Policy the Company will indemnify You, in respect of the Period of Insurance for which We have accepted Your premium, up to the limit of cover shown in the Schedule or Certificate of Insurance in respect of:

#### **SECTION 1 - PERSONAL ACCIDENT**

Where You sustain any Bodily Injury during the Period of Cover while abroad which independently of any other cause gives rise to a Result specified below, We will pay You (or in the event of Your death, Your legal personal representative) as shown below:

as si	nown below:  RESULT  BENEFITS							
	RESULT	BENEFITS % of Sum Insured (Depending on Plan selected as shown in the Schedule or Certificate)						
1.	Death (which occurs within 12 calendar months from the date of the accident).	100%						
2.	Permanent Total Disablement for which satisfactory proof has been given to the Company that the total disablement has continued for 12 months from the date of the Bodily Injury and will in all probability continue for the remainder of Your life and prevent You from attending to any kind of business, profession or occupation.							
3.	Loss of two limbs or sight of both eyes.	100%						
4.	Permanent total loss of speech and hearing.	100%						
5.	Loss of one limb or sight of one eye.	50%						
6.	Permanent total loss of speech.	50%						
7.	Permanent total loss of hearing.	50%						

# Extra Benefits under Section 1

1. Double Indemnity

The amount payable under Item 1 (Death) of this Section will be doubled in the event of accidental death whilst You are travelling in a private car or as a fare-paying passenger on board any Public Transport.

2. Extended Personal Accident Cover for Domestic Servant

The cover under this Section is extended to cover Bodily Injury caused by accident resulting in death or disablement as described above suffered by one domestic servant accompanying You during the Period of Insurance. The maximum amount payable is USD10,000 with no Double Indemnity benefits.

## Special Conditions Applicable to Section 1

- (a) If the Insured Person is 75 years and above at time of an accident, We will pay 50% of the Benefits shown under this Section with no Double Indemnity benefits.
- (b) If arising from one event, the Insured suffers Bodily Injury that is comprised within more than one of the Results described in (1) to (7) above, the Insured shall not be entitled to:
  - the Benefit for any specific one of such Results if that Result is included in any other specific Result for which a greater Benefit is payable.
  - (ii) an aggregate total Benefit in excess of the Benefit payable to Result (1).

#### **SECTION 2 - MEDICAL EXPENSES**

Necessary medical, surgical, nursing, emergency dental or hospital charge incurred at the direction of a Medical Practitioner elsewhere than in Vietnam as a result of Bodily Injury or Sickness suffered by You during the Period of Insurance. We will further provide cover on related medical expenses for continuation in Vietnam of such medical treatment incurred not more than ninety (90) days after returning to Vietnam.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

# Special Condition Applicable to Section 2

If the Insured Person is 75 years and above at time of suffering Bodily Injury or Sickness, We will pay 50% of the Sum Insured for this Section shown in the Schedule or Certificate.

#### **SECTION 3 - HOSPITAL BENEFIT**

We will pay inpatient hospital benefit if You are admitted to a registered hospital abroad due to Bodily Injury or Sickness sustained during the trip.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

#### **Limit Of Amount Payable**

Adult

The total amount payable in respect of each Adult will not exceed USD10,000.

Child

The total amount payable in respect of each Child will not exceed USD2,500.

## **SECTION 4 - EMERGENCY MEDICAL EVACUATION**

Should an Insured Person suffer a Serious Injury or Sickness requiring immediate treatment and if adequate medical facilities are not available at the immediate vicinity, We will organize through our designated assistance company emergency evacuation by whatever medically necessary means to the nearest facility via the most economical form of conveyance, which is capable of providing adequate medical care and pay all expenses therefore.

# SECTION 5 - REPATRIATION FOLLOWING EMERGENCY MEDICAL EVACUATION

Following the Emergency Medical Evacuation referred to in Section 4 above and if deemed medically necessary by Us, We will arrange and pay for your repatriation to Vietnam or your home country by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if your original ticket is not valid for the purpose, provided that You shall surrender any unused portion of your ticket to the Company. Any decision on the repatriation of the Insured shall be approved by the attending Medical Practitioner and us.

#### **SECTION 6 - REPATRIATION OF MORTAL REMAINS**

Upon Your death outside Vietnam resulting from an Injury or Sickness sustained during the trip abroad, We will make all the necessary arrangements (including any procedures or arrangements necessary to meet local formalities) for the repatriation of Your body or ashes to the Your home in Vietnam.

## **SECTION 7- CANCELLATION AND CURTAILMENT**

Unused travel fare and accommodation charges or deposits You have paid or payments which You are legally obliged to pay and which are not recoverable from any other source, if Your trip is unavoidably cancelled or abandoned due to any of the following reasons occurring within thirty (30) days prior to the commencement of Your trip or during the Period of Insurance:

- 1. death, serious bodily injury or serious Sickness of Yourself, spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiance/fiancee or close business partner provided that a written confirmation of the nature of such serious bodily injury or serious Sickness is received from a registered Medical Practitioner;
- 2. witness summons or compulsory quarantine of the Insured;
- 3. your home in Vietnam becoming uninhabitable or being seriously damaged following burglary, fire, flood, typhoon, earthquake or landslip which requires Your continued presence;

- 4. adverse weather conditions, strike, industrial action, riot, civil commotion, or mechanical breakdown or derangement of the Public Transport You have booked to travel on, resulting in delay in departure from Vietnam for a period not less than 24 hours from the date and time of departure specified by the carrier;
- 5. bankruptcy or insolvency of Your travel agent.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

#### **SECTION 8-TRAVEL DELAY**

In the event of the departure of the Public Transport in which You had arranged to travel being delayed by 8 hours or more from the time specified by the carrier due to strike or other industrial action, riot, civil commotion, hijack, adverse weather conditions or the mechanical breakdown or derangement of the Public Transport, We will pay USD100 for every full 8 hours of delay up to the Sum Insured shown for this Section in the Schedule or Certificate.

To qualify for payment, You must have checked-in in accordance with the original itinerary and obtain written confirmation from the carrier or their handling agents stating the reason and length of delay.

#### **SECTION 9 - MISSED DEPARTURE**

Additional expenses necessarily and reasonably incurred in reaching Your planned destination or returning to Vietnam as a direct result of failure of Public Transport to get You to the departure port or airport by the time specified by the carrier due to strike or other industrial action, riot, civil commotion, hijack or adverse weather conditions.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

#### **SECTION 10 - AIRCRAFT JACK**

In the event of the hijack of the aircraft in which You are travelling, We will pay a benefit of USD200 per Adult and in the case of a Child USD50 for each day or part of a day that You are prevented from reaching Your scheduled destination, plus reasonable expenses subject to a maximum payment of USD1,000 in all per Adult and in the case of a Child USD250.

We shall not make any payment in respect of hijack when the intended destination of the flight is to, or by way of, a country in a state of war.

#### **SECTION 11- LOSS OF PASSPORT**

Reasonable and additional travel and accommodation expenses which are necessarily incurred to obtain a replacement passport in the event of loss or theft of Your passport while You are abroad during the Period of Cover.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

#### **SECTION 12 - BAGGAGE**

#### 12.1 Baggage

For accidental loss of or damage to personal luggage taken or owned by You during the Period of Cover, We will pay the cost of replacement or repair of the article(s) or arrange for repair. Save for loss or damage to clothing, We will not deduct an amount for wear and tear.

The maximum amount We will pay in respect of each Insured for any single article, pair or set of articles is the Sum Insured shown for this Section in the Schedule or Certificate.

"Valuables" means jewellery, furs, gold and silver articles, watches and precious stones.

# 12.2 Delayed Baggage

We will reimburse You for emergency purchase of essential clothing or toiletries by You if Your checked-in baggage is temporarily lost in transit and not restored to You within 8 hours. Any such payment shall be deducted from the amount payable under Section 12.1 if the baggage proves to be permanently lost.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

# **SECTION 13 - PERSONAL MONEY/DOCUMENTS**

We will pay for accidental loss of Your cash or traveller's cheques carried for social and domestic purposes during the Period of Cover. We will also pay for the cost of replacing Your Identity Card, travel documents, credit cards or driving license following accidental loss occurring while You are abroad during the Period of Cover.

The maximum payable under this Section is the Sum Insured shown for this Section in the Schedule or Certificate.

#### **SECTION 14 - PERSONAL LIABILITY**

We will indemnify You against all sums which You become legally liable to pay as compensation for accidents which happen during the Period of Cover and which result in

- (a) death or Bodily Injury of any person;
- (b) loss of or damage to property.

The maximum amount payable for each Insured Person under this Section in respect of any one occurrence or series of occurrences consequent upon one source or an original cause and in aggregate for any one Period of Insurance inclusive of any legal costs and expenses awarded against or incurred by each Insured Person with our written permission is the Sum Insured shown for this Section in the Schedule or Certificate.

## **SECTION 15 - EXTENSION OF PERIOD OF COVER**

If the homeward trip cannot be completed before the intended expiry date, cover will remain in force without additional premium for up to:

- (a) 14 days if any Public Transport in which You are travelling as a ticket holding passenger is delayed.
- (b) 30 days if the intended return trip is prevented due to Your Bodily Injury or Sickness arising from a cause covered under this Policy. If this happens, we will also continue to pay for medical treatment of the kind covered under Section 2 - Medical Expenses, (up to the sum insured provided) for this period.

## SECTION 16 - RENTAL VEHICLE EXCESS COVER (APPLICABLE FOR GOLD PLAN ONLY)

If during the Period of Cover while outside Vietnam You rent or hire a car, or a campervan

- (a) from a licensed rental agency, and
- the agreement includes an excess (or deductible or similar condition) which makes you liable for loss or damage to the vehicle

We will pay up to USD500 if you become legally liable to pay this amount provided that

- (i) it is as a result of accidental loss or damage to the vehicle caused by collision or theft while it is in Your control,
- (ii) You have complied with all requirements of the rental agreement and
- (iii) you were at the time of the accident duly licensed to drive the vehicle and was not taking part in or practising for speed or time trials of any kind.

## **EXCLUSIONS**

# Applicable to Sections 1, 2, 3 4, 5, 6, 7

We shall not be liable for

- any claim if You are travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment
- the death or Bodily Injury or Sickness sustained whilst You are suffering from medical, physical, mental conditions
  existing prior to the Period of Cover including any recurring, chronic or continuing Sickness or condition which You
  are aware of or for which You have already received treatment
- 3. any claim arising from pregnancy, childbirth, miscarriage or intentional exposure to exceptional risk
- 4. the cost of any elective or non-emergency treatment not directly related to the Sickness or Bodily Injury which necessitated Your admittance into hospital
- 5. any claim if You are under treatment not recommended by or undertaken by a Medical Practitioner

# Applicable to Sections 7, 8, 9 and 11

We shall not be liable for

- 1. strike or industrial action, riot, civil commotion, adverse weather conditions which has commenced or has been announced before the date of buying this insurance
- 2. any failure on Your part to:

- (a) check in for departure by the time specified by the carrier (except for reasons specifically provided above)
  - (b) notify the travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary of the need to cancel or abandon the travel arrangement immediately it is found necessary to do so
- 3. any loss arising directly or indirectly from error or omission of any travel agent, tour operator, carrier or other provider of any service forming part of the booked itinerary

#### Applicable to Sections 12 and 13

We shall not be liable for

- any loss not reported within 24 hours of discovery to local police, airline or other carrier who had custody of the baggage and/or may be responsible for the loss
- 2. loss of and damage to any pager or portable telecommunication equipment, bonds, negotiable instruments, securities or items used in connection with Your employment or occupation
- 3. breakage of sports equipment while in use
- 4. damage to any brittle or fragile items unless properly packed and protected
- 5. loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship
- 6. delay, detention, seizure or confiscation by Customs or other Government Officials
- 7. unexplained disappearance, or shortage due to error or omission or depreciation in value
- 8. any fines or penalties incurred by the Insured due to non-replacement or late replacement of the lost personal documents

## Applicable to Section 14

We shall not be liable for

- 1. any liability arising from personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination
- 2. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
- 3. fines, penalties, punitive or exemplary damages
- 4. liability arising from
  - (a) death or bodily injury of Your employee or member of Your family
  - (b) loss of or damage to property which belongs to or in the custody or control of You or Your employee or any member of Your family
  - (c) Your employment, trade, business or profession
  - (d) the ownership or occupation of any land or buildings other than temporary holiday accommodation
  - (e) the ownership, possession or use of animals, firearms, mechanically propelled vehicles, vessels or aircraft of any description
- 5. any claim or loss arising out of any activity and/or business conducted and/or transacted via the Internet, Intranet, Extranet or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents and/or electronic means.
- 6. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 7. judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Socialist Republic of Vietnam nor to orders obtained in the said Court for the enforcement of judgments made outside the Socialist Republic of Vietnam whether by way of reciprocal agreement or otherwise.
- any 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 Applicable to Sections 12 and 13

#### GENERAL EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This Policy does not cover any loss, injury or liability arising:

- directly or indirectly from circumstances or medical conditions giving rise to a claim under this Policy known to have existed prior to the Period of Cover
- 2. in connection with any kind of race, or engaging in a sport in a professional capacity or where an insured person would or could earn income or remuneration from engaging in such sport
- 3. from business travel of the Insured involving assignments of a dangerous nature or in manual work of any kind
- 4. from suicide, intentional self-inflicted injury, insanity of the Insured or whilst the Insured is under the influence of intoxicating liquor, drug addiction or solvent abuse
- 5. from any injury, Sickness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related Sickness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused
- 6. directly or indirectly 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:
  - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power; or
  - (b) any act of terrorism including but not limiting to:
    - (i) the use or threat of force, violence and/or
    - (ii) 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

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

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

- 7. 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) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 8. from air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft
- from any claim due to wilful, malicious, criminal or unlawful acts committed by You or any person acting on Your behalf
- 10. from any consequential loss not specified in the Policy
- 11. from any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) 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 recognise 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

- (i) 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 time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

This exclusion does not apply in respect of the following Sections:

Section 1 - Personal Accident

Section 2 - Medical Expenses

Section 3 - Hospital Benefits

Section 4 - Emergency medical Evacuation

Section 5 – Repatriation following Emergency Medical Evacuation

Section 6 - Repatriation of Mortal Remains

Section 14 - Personal Liability

- 12. directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - (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 You 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 will be upon You.

This Exclusion does not apply in respect of Section 14 - Personal Liability.

- 13. (i) from any 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.
  - (ii) from any consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking,

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

## **GENERAL CONDITIONS**

#### Child Under 12 Years

Child under the age of 12 years must be accompanied by a parent or adult guardian.

## 2. Maximum Days Per Trip

The maximum days per trip are 182 (except for annual cover in which case it is 90 days).

#### 3. Health Warranty

This insurance assumes that all persons upon which this insurance is issued are in good health. If not, You are required to tell Us.

#### Precautions

You must take all reasonable steps to prevent loss, damage or accident and recover any missing property.

## 5. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within thirty (30) days of the happening of such an event. You must also tell Us if You know of any writ, summons or prosecution against You and immediately send Us every letter or document which relates to a claim.

## 6. Conduct of the Claim

You, or any person acting for You, must not negotiate any claim or admit or deny liability without our written permission.

All Schedules or Certificates, information and evidence including police reports, receipts or medical reports which We may require will be supplied at Your expense or at the expense of Your legal representative. You must produce the damaged article at our request and supply proof as to the existence, ownership and cost of articles lost or stolen in the event of a claim.

If Your claim is for Bodily Injury or Sickness We may request, and will pay for, a medical examination. We may also request, and will pay for, a post mortem examination if an insured person dies.

## 7. Subrogation

We shall be entitled to take over and conduct the defence or settlement of any third party claim at our discretion. We shall also be entitled to use Your name to enforce recovery against anyone else whether before or after payment of the claim.

8. Other Insurance (not applicable to Section 1 - Personal Accident and Section 3 - Hospital Benefits)

If any loss damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

#### 9. Cancellation

- (a) Where the Policy is an Annual Policy:
  - (i) We may cancel the Policy at any time by giving seven (7) days' notice of cancellation in writing to the last known address of the Insured. We will in such a case return a pro rata portion of the premium for the unexpired Period of Insurance.
  - (ii) The Insured may cancel the Policy at any time by giving seven (7) days' written notice of cancellation to Us Provided there is no claim made under the Policy and the period in which the Policy stays in force is less than 30 days, the Insured shall be entitled to a return of premium equating to 30% of the paid annual premium.
- (b) Where the Policy covers a single trip, the Insured may at any time prior to commencing the trip abroad, cancel the Policy, by giving written notice of cancellation to Us. In that event, the Company will be entitled to a pro rata time on risk premium subject to a minimum of USD20. The Insured will not however be entitled to any refund of premium if any claim is made under the Policy.

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## 10. Misrepresentation

If You or anyone acting for You makes a claim under this Policy knowing the claim to be dishonest or exaggerated in any way, We will not pay the claim and all cover under this Policy will cease immediately.

#### Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

# 12. Governing Law

The Policy is subject to the exclusive jurisdiction of the Socialist Republic of Vietnam and is to be construed according to the laws of the Socialist Republic of Vietnam.

# 13. Data Privacy Notice

It is hereby declared that as a condition precedent to the liability of the Company the insured person has agreed that any personal information in relation to the insured person provided by the insured person to the Company may be held, used and disclosed to enable the Company or individuals/organisations associated with the Company or any independent third party (within or outside of Vietnam) to

- (a) process and assess the insured person's application or any matter arising from the Schedule or Certificate and any other application for insurance cover and/or
- (b) provide all services related to this Schedule or Certificate

## **BENEFIT TABLE**

This policy covers for event insured during business trip or travel outside the Country of Residence only.

C Currency: in USD

	Description	Limit of Liability/Sum Insured			
Benefits		Basic Plan		Silver Plan	Gold Plan
1. Personal Accident/ Sum Insured	Death, Permanent total disablement due to accident during Period of Cover while abroad. The Indemnity based on the result specified and the percentage benefits in the policy.  Note: for person is 75 years and above, only 50% of benefits will be indemnified.	Adult: 20,000 Child: 7,000	Adult: 50,000 Child: 9,000	Adult: 70,000 Child: 11,500	Adult: 100,000 Child: 15,000
2. Medical Expenses	Medical, surgical, nursing, emergency dental or hospital charge incurred as result of Bodily Injury or Sickness while abroad.	Adult: 15,000 Child: 7,000	Adult: 20,000 Child: 10,000	Adult: 30,000 Child: 15,000	Adult: 50,000 Child: 20,000
3. Hospital	Inpatient in registered hospital abroad due to Bodily Injury or Sickness	Adult: 50/day, max. 10,000 Child: 50/day, max. 2,500	Adult:100/day, max. 10,000 Child: 50/day, max. 2,500	Adult: 150/day, max. 10,000 Child: 50/day, max. 2,500	Adult: 200/day, max. 10,000 Child: 50/day, max. 2,500
4. Emergency Medical Evacuation	Pay for immediate transportation from the place where the Insured Person suffers Injury or Sickness to the nearest Hospital	Adult: 20,000 Child: 7,000	Adult: 50,000 Child: 9,000	Adult: 70,000 Child: 11,500	Adult: 100,000 Child: 15,000
5. Repatriation following Emergency Medical Evacuation	Costs for repatriation of the Insured Person by scheduled flights (economy class) or any other appropriate means of transportation	Adult: 20,000 Child: 7,000	Adult: 50,000 Child: 9,000	Adult: 70,000 Child: 11,500	Adult: 100,000 Child: 15,000
6. Repatriation of mortal remains	Expenses incurred for repatriation of the Insured Person's mortal remains to Vietnam.	Adult: 20,000 Child: 7,000	Adult: 50,000 Child: 9,000	Adult: 70,000 Child: 11,500	Adult: 100,000 Child: 15,000

Currency: in USD

	1	Currency: in USD					
	Description	Limit of Liability/Sum Insured					
Benefits		Basic Plan	Bronze Plan	Silver Plan	Gold Plan		
7. Cancellation & Curtailment	Pay unused travel fare and accommodation charges or deposit that the Insured have paid subject to the trip is unavoidably cancelled occurring during 30 days prior the trip.	1,750	2,500	3,750	5,000		
8. Travel Delay	Due to delay of Public Transport by 8 hours or more, subject the Insured have checked in and obtain written confirmation from the carrier.	100/every 8 hours and up to 200	100/every 8 hours and up to 300	100/every 8 hours and up to 500	100/every 8 hours and up to 750		
9. Missed Departure	Additional expenses necessarily and reasonably incurred due to failure of Public Transport (SRCC, bad weather) to port or airport when returning to Vietnam.	150	250	500	750		
10. Aircraft Hijack	Pay benefits plus reasonable expenses when your aircraft is hijacked, excluded if this event occurred in a State of war.	200/adult & max 1,000 50/child & max 250	200/adult & max 1,000 50/child & max 250	200/adult & max 1,000 50/child & max 250	200/adult & max 1,000 50/child & max 250		
11. Loss of Passport	Reasonable and additional travel & accommodation expenses while waiting to obtain replacement passport while in abroad.	500	1,000	2,000	3,000		
12. Baggage	Loss or damage: pay the cost or repair of each item. The valuables goods such as jewellery, furs, gold, silver, watches & precious stones, the max. indemnity is 40% of SI.	500	1,000	1,500	2,000		
13.Personal Money/ Documents	Pay the accidental loss of cash or cheques, also pay the cost replacing identity card, travel documents, credit cards or driving license following accidental loss.	1,000	1,500	2,500	2,500		
14.Personal Liability	Pay sums which the Insured become legally liable to pay as compensation for accident during Period of cover.	20,000	50,000	70,000	100,000		
15. Extension for Period of Cover	<ul> <li>This policy extend to remain cover without additional premium up to:</li> <li>1. 14 days if any Public Transport in which the Insured's travel as a ticket holding passenger is delayed.</li> <li>2. 30 days if delay due to the Insured Bodily or Sickness from any cause covered by this Policy. The company continue pay the Medical Expenses up to required Sum Insured.</li> </ul>						

## **PAYMENT BEFORE COVER WARRANTY**

- Even if anything in the Policy says otherwise and subject to clause 2 below, it is declared and agreed that the total
  premium due must be paid and actually received in full by the Company on or before the Commencement Date or
  subsequent due date ('due date') of the relevant coverage under the Policy or endorsement
- 2. In the event that the total premium due is not paid and actually received in full by the **Company** on or before the relevant due date, then the cover under the Policy or endorsement for which premium is due will not attach and nothing will be payable by the **Company** in respect of that cover. Any payment received after the relevant due date will be of no effect whatsoever as regards such cover because the cover never attached on the Policy or endorsement.

IMPORTANT - The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

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