

## SUMMARY OF BENEFIT – TRIPCARE TRAVEL INSURANCE

### BẢNG TÓM TẮT QUYỀN LỢI BẢO HIỂM DU LỊCH TRIPCARE

Summary of Benefits issued exclusively to passengers who purchase flight tickets from Vietnam Airlines and purchase TripCARE insurance from PVI Insurance (hereinafter referred to as the "Insured Persons").

Bảng Tóm tắt Quyền lợi Bảo hiểm này chỉ áp dụng cho các hành khách mua vé máy bay của Hãng hàng không Việt Nam Airlines và mua Bảo Hiểm Du Lịch TripCARE của Bảo hiểm PVI (sau đây gọi là "Người được bảo hiểm").

Items Chi tiết	PVI Insurance Corporation Tổng công ty Bảo hiểm PVI						Applicable age Tuổi Áp dụng
	Asia/ Worldwide Châu Á/ Toàn cầu				Domestic Nội địa		
	Asia Châu Á		Worldwide Toàn cầu		One Way Một Chiều	Round-Trip Khứ hồi	
	One Way Một Chiều	Round-Trip Khứ hồi	One Way Một Chiều	Round-Trip Khứ hồi			
<b>1. Personal Accident Benefit</b> 1. Quyền lợi tai nạn cá nhân							
<b>Personal Accident</b> Tai nạn cá nhân							
For Insured Person aged from 2 years to 75 years Đối với Người Được Bảo hiểm từ 2 tuổi đến 75 tuổi	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND	Up to VND 1.000.000.000 Lên đến 1.000.000.000 VND	Up to VND 1.000.000.000 Lên đến 1.000.000.000 VND	From 2 years to 75 years Từ 2 tuổi đến 75 tuổi
For Insured Person aged above 75 years Đối với Người Được Bảo hiểm trên 75 tuổi	Up to VND 840.000.000 Lên đến 840.000.000 VND	Up to VND 840.000.000 Lên đến 840.000.000 VND	Up to VND 840.000.000 Lên đến 840.000.000 VND	Up to VND 840.000.000 Lên đến 840.000.000 VND	Up to VND 500.000.000 Lên đến 500.000.000 VND	Up to VND 500.000.000 Lên đến 500.000.000 VND	Above 75 years Trên 75 tuổi
For Insured Person aged from 7 days to under 2 years Đối với Người Được Bảo hiểm từ 7 ngày tuổi đến dưới 2 tuổi	Up to VND 168.000.000 Lên đến 168.000.000 VND	Up to VND 168.000.000 Lên đến 168.000.000 VND	Up to VND 168.000.000 Lên đến 168.000.000 VND	Up to VND 168.000.000 Lên đến 168.000.000 VND	Up to VND 100.000.000 Lên đến 100.000.000 VND	Up to VND 100.000.000 Lên đến 100.000.000 VND	From 7 days to under 2 years Từ 7 ngày đến dưới 2 tuổi
<b>Personal Accident Coverage Extensions</b> Quyền lợi bảo hiểm cho những trở ngại Trong Chuyến đi							
<b>Hijack, murder, assault and terrorism</b> Không tặc, giết người, tấn công và khủng bố	Yes Có	Yes Có	Yes Có	Yes Có	N/A Không áp dụng	N/A Không áp dụng	From 2 years Từ 2 tuổi
<b>Suffocation by smoke, poisonous fumes, gas and drowning</b> Ngộ độc khói, khí gas và ngạt nước							
<b>Disappearance</b> Mất tích							
<b>2. Overseas Medical Expenses</b> 2. Hỗ trợ y tế ở nước ngoài							
<b>2.1 Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip</b> 2.1 Bồi hoàn đối với các khoản chi phí y tế phát sinh khi Tai nạn và Ốm đau xảy ra trong khi du lịch trong suốt Chuyến đi							
For Insured Person aged 2 years and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 1.050.000.000 Lên đến 1.050.000.000 VND	N/A Không áp dụng	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND			From 2 years and above Từ 2 tuổi trở lên
For Insured Person aged under 2 years Đối với Người Được Bảo hiểm dưới 2 tuổi	N/A Không áp dụng	VND 0 0 VND	N/A Không áp dụng	VND 0 0 VND			Under 2 years Dưới 2 tuổi
For Insured Person aged between 7 days and 75 years Đối với Người Được Bảo hiểm từ 7 ngày tuổi đến 75 tuổi					N/A Không áp dụng	VND 150.000.000 150.000.000 VND	From 7 days to 75 years Từ 7 ngày tuổi đến 75 tuổi
For Insured Person aged above 75 years Đối với Người Được Bảo hiểm trên 75 tuổi					N/A Không áp dụng	VND 75.000.000 75.000.000 VND	Above 75 years Trên 75 tuổi
<b>Follow-up treatment in Vietnam is also included</b> Bao gồm chi phí điều trị tiếp theo tại Việt Nam							
For Insured Person aged 2 years and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 105.000.000 Lên đến 105.000.000 VND	N/A Không áp dụng	Up to VND 105.000.000 Lên đến 105.000.000 VND			From 2 years and above Từ 2 tuổi trở lên
For Insured Person aged under 2 years	N/A	VND 0	N/A	VND 0			Under 2 years

Đối với Người Được Bảo hiểm dưới 2 tuổi	Không áp dụng	0 VND	Không áp dụng	0 VND			Dưới 2 tuổi
<b>2.2 Hospital Confinement Cash Coverage</b> 2.2 Bảo hiểm trợ cấp nằm viện (nằm viện nước ngoài do tai nạn hoặc bệnh tật)							
For Insured Person aged 2 years and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 21.000.000 (VND1.050.000 for each 24 hours) Lên đến 21.000.000 VND (1.050.000 VND cho mỗi 24 giờ)	N/A Không áp dụng	Up to VND 21.000.000 (VND1.050.000 for each 24 hours) Lên đến 21.000.000 VND (1.050.000 VND cho mỗi 24 giờ)			From 2 years and above Từ 2 tuổi trở lên
<b>2.3 Emergency Medical Assistance and Travel Assistance</b> 2.3 Trợ giúp Y tế khẩn cấp và Trợ giúp đi lại							
<b>2.3.1 Emergency Medical Evacuation Coverage</b> 2.3.1 Bảo hiểm Di chuyển Y tế khẩn cấp							
For Insured Person aged 2 years and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 1.050.000.000 Lên đến 1.050.000.000 VND	N/A Không áp dụng	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND			From 2 years and above Từ 2 tuổi trở lên
For Insured Person aged under 2 years Đối với Người Được Bảo hiểm dưới 2 tuổi	N/A Không áp dụng	VND 0 0 VND	N/A Không áp dụng	VND 0 0 VND			Under 2 years Dưới 2 tuổi
For Insured Person aged between 7 days and 75 years Đối với Người Được Bảo hiểm từ 7 ngày tuổi đến 75 tuổi					N/A Không áp dụng	VND 100.000.000 100.000.000 VND	From 7 days to 75 years Từ 7 ngày tuổi đến 75 tuổi
For Insured Person aged above 75 years Đối với Người Được Bảo hiểm trên 75 tuổi					N/A Không áp dụng	VND 50.000.000 50.000.000 VND	Above 75 years Trên 75 tuổi
<b>2.3.2 Repatriation of Mortal Remains Coverage</b> 2.3.2 Hồi hương Thi hài							
For Insured Person aged 2 years and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 1.050.000.000 Lên đến 1.050.000.000 VND	N/A Không áp dụng	Up to VND 1.680.000.000 Lên đến 1.680.000.000 VND			From 2 years and above Từ 2 tuổi trở lên
For Insured Person aged under 2 years Đối với Người Được Bảo hiểm dưới 2 tuổi	N/A Không áp dụng	VND 0 0 VND	N/A Không áp dụng	VND 0 0 VND			Under 2 years Dưới 2 tuổi
For Insured Person aged between 7 days and 75 years Đối với Người Được Bảo hiểm từ 7 ngày tuổi đến 75 tuổi					N/A Không áp dụng	100.000.000 VND 100.000.000 VND	From 7 days to 75 years Từ 7 ngày tuổi đến 75 tuổi
For Insured Person aged above 75 years Đối với Người Được Bảo hiểm trên 75 tuổi					N/A Không áp dụng	50.000.000 VND 50.000.000 VND	Above 75 years Trên 75 tuổi
<b>2.3.3 Compassionate Visits Coverage</b> 2.3.3 Thăm viếng người bệnh							
For Insured Person aged 2 years old and above Đối với Người Được Bảo hiểm từ 2 tuổi trở lên	N/A Không áp dụng	Up to VND 63.000.000 Lên đến 63.000.000 VND	N/A Không áp dụng	Up to VND 63.000.000 Lên đến 63.000.000 VND			From 2 years and above Từ 2 tuổi trở lên
<b>2.4 Return of Children</b> 2.4 Đưa trẻ em về nước							
For Insured Person's Insured child(ren) aged from 7 days to under 14 years Đối với trẻ em từ 7 ngày tuổi đến dưới 14 tuổi được Bảo hiểm đi cùng Người Được Bảo hiểm	N/A Không áp dụng	Up to VND 63.000.000 Lên đến 63.000.000 VND	N/A Không áp dụng	Up to VND 63.000.000 Lên đến 63.000.000 VND			From 7 days to 14 years Từ 7 ngày tuổi đến 14 tuổi
<b>2.5 24-Hours Worldwide Medical and Travel Assistance Services</b> 2.5 Dịch vụ Hỗ trợ Y tế và Du lịch Toàn cầu 24 giờ							
For Insured Person aged above 7 days Đối với Người Được Bảo hiểm trên 7 ngày tuổi	N/A Không áp dụng	Included Đã bao gồm	N/A Không áp dụng	Included Đã bao gồm	N/A Không áp dụng	Included Đã bao gồm	From 7 days Từ 7 ngày
<b>3. Travel Inconvenience Benefits</b> 3. Quyền lợi bảo hiểm cho những trở ngại trong Chuyến đi							
For Insured Person aged 2 years and above, except for Benefit 3.6 that is applied to Insured Person aged 7 days and above Chỉ áp dụng đối với Người Được Bảo hiểm từ 2 tuổi trở lên, trừ Quyền lợi 3.6 được áp dụng cho Người Được Bảo hiểm từ 7 ngày tuổi.							
3.1.1 Trip Cancellation 3.1.1 Hủy chuyến đi	Up to VND 105.000.000 Lên đến 105.000.000 VND	Up to VND 105.000.000 Lên đến 105.000.000 VND	Up to VND 105.000.000 Lên đến 105.000.000 VND	Up to VND 105.000.000 Lên đến 105.000.000 VND	Up to the original flight cost Lên đến mức giá trị vé máy	Up to the original flight cost Lên đến mức	From 2 years and above Từ 2 tuổi trở lên

					bay gốc	giá trị vé máy bay gốc		
<b>3.1.2 Trip Curtailment</b> 3.1.2 Rút ngắn chuyến đi	N/A Không áp dụng		N/A Không áp dụng		N/A Không áp dụng			
<b>3.2 Accompanying Baggage and Personal Effects</b> 3.2 Hành lý và vật dụng cá nhân mang theo Loss or damage to baggage, clothing, and personal effects of the Insured Person Mất hoặc hư hại đối với hành lý, quần áo và các vật dụng cá nhân của Người Được Bảo hiểm	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	Up to VND 20.000.000 (Limit for any one Item: VND3.000.000) Lên đến 20.000.000 VND (Giới hạn cho mỗi món đồ 3.000.000 VND)	From 2 years and above Từ 2 tuổi trở lên
<b>3.3 Airline Flight Delay</b> 3.3 Trì hoãn chuyến bay Hãng Hàng không Payment for every 8-hour period of delay from the original departure Scheduled Flight Bồi thường cho mỗi 8 giờ chuyến bay bị hoãn so với lịch bay ban đầu	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 1.000.000 (VND 200.000 per 4-hour delay period) Lên đến 1.000.000 VND (200.000 VND cho mỗi 4 giờ bị hoãn chuyến)	Up to VND 1.000.000 (VND 200.000 per 4-hour delay period) Lên đến 1.000.000 VND (200.000 VND cho mỗi 4 giờ bị hoãn chuyến)	From 2 years and above Từ 2 tuổi trở lên	
<b>3.4 Missed Connecting Flight</b> 3.4 Lỡ Chuyến bay Chuyển tiếp	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)			From 2 years and above Từ 2 tuổi trở lên	
<b>3.5 Baggage Delay</b> 3.5 Hành lý bị chậm trễ Payment for every 8-hour period of baggage delay at the scheduled Destination Bồi thường cho mỗi 8 giờ khi hành lý bị chậm trễ so với lịch trình đến	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 10.500.000 (VND 2.100.000 per 8-hour delay period) Lên đến 10.500.000 VND (2.100.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 1.600.000 (VND480.000 per 8-hour delay period) Lên đến 1.600.000 VND (480.000 VND cho mỗi 8 giờ bị hoãn chuyến)	Up to VND 1.600.000 (VND480.000 per 8-hour delay period) Lên đến 1.600.000 VND (480.000 VND cho mỗi 8 giờ bị hoãn chuyến)	From 2 years and above Từ 2 tuổi trở lên	
<b>3.6 Loss of Travel Document</b> 3.6 Mất Giấy tờ Đi đường	Up to VND 5.000.000 Lên đến 5.000.000 VND	Up to VND 5.000.000 Lên đến 5.000.000 VND	Up to VND 5.000.000 Lên đến 5.000.000 VND	Up to VND 5.000.000 Lên đến 5.000.000 VND	Up to VND 5.000.000 Lên đến 5.000.000 VND	Up to VND 5.000.000 Lên đến 5.000.000 VND	From 7 days Từ 7 ngày tuổi	
<b>3.7 Aircraft Hijack Coverage</b> 3.7 Bảo hiểm trong trường hợp Không tặc. Payment for every 8-hour period of Hijack Bồi thường cho mỗi 8 giờ khi máy bay bị không tặc	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	Up to VND 4.200.000 (VND2.100.000 per 8 hours period of Hijack) Lên đến 4.200.000 VND (2.100.000 VND cho mỗi 8 giờ máy bay bị không tặc)	From 2 years and above Từ 2 tuổi trở lên	
<b>3.8. Personal Liability Coverage</b> (legal liability and legal cost) 3.8. Bảo hiểm trách nhiệm cá nhân (trách nhiệm pháp lý và chi phí pháp lý)	N/A Không áp dụng	Up to VND 630.000.000 Lên đến 630.000.000 VND	N/A Không áp dụng	Up to VND 630.000.000 Lên đến 630.000.000 VND			From 2 years and above Từ 2 tuổi trở lên	
<b>4. Other special benefits</b> 4. Quyền Lợi Đặc Biệt Khác								
<b>Automatic Extension of the Period of insurance without charge for up to 10 days</b> Tự động gia hạn thời hạn bảo hiểm lên đến 10 ngày miễn phí	N/A Không áp dụng	Yes Có	N/A Không áp dụng	Yes Có	N/A Không áp dụng	Yes Có	From 7 days Từ 7 ngày tuổi	

**Notes:** All necessary medical expenses (only for Asia Roundtrip & Worldwide Roundtrip), including without limitation to, Covid-19 related expenses as stated in the below Benefit Table and subject to the terms and conditions of this policy.

**Lưu ý:** Tất cả các chi phí y tế cần thiết (chỉ dành cho Chương trình Khứ hồi Châu Á & Khứ hồi Toàn Cầu), bao gồm nhưng không giới hạn, chi phí liên quan đến Covid-19 như được nêu trong Bảng Quyền lợi bên dưới và tuân theo các điều khoản và điều kiện của Hợp đồng bảo hiểm này.

**TRIPCARE TRAVEL INSURANCE POLICY WORDING**  
*DOMESTIC ONE WAY PLAN*

PVI Insurance Corporation (“PVI Insurance”)

PVI Insurance agrees to pay benefits in accordance with the Terms and Conditions, definitions, exclusions and provisions of this Policy wording provided that no insurance shall be in force unless a Certificate of Insurance is legitimately issued by PVI Insurance.

**PART I**  
**SUMMARY OF BENEFITS**

Summary of Benefits issued exclusively to passengers who purchase a one way trip domestic flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the “Insured Persons”).

<b>Benefit</b>		<b>Amount of Benefit</b>
<b>1. Personal Accident Benefit</b>		
1.1	Personal Accident – For Insured Person aged from 2 years to 75 years – For Insured Person aged above 75 years – For Insured Person aged from 7 days to under 2 years	Up to VND 1,000,000,000 Up to VND 500,000,000 Up to VND 100,000,000
<b>2. Travel Inconvenience Benefits</b>		
For Insured Person aged 2 years and above, except for Benefit 2.5 that is applied to Insured Person aged 7 days and above.		
2.1	Trip Cancellation	Up to the original flight cost
2.2	Accompanying Baggage and Personal Effects – Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20,000,000 (Limit for any one Item: VND 3,000,000)
2.3	Airline Flight Delay – Payment for every 4 hour period of delay from the original departure Scheduled Flight	Up to VND 1,000,000 (VND 200,000 per 4 hour delay period)
2.4	Baggage Delay after 8 hours – Payment for every 8 hour period of baggage delay at the scheduled Destination	Up to VND 1,600,000 (VND 480,000 per 8 hour delay period)
2.5	Loss of Travel Document	Up to VND 5,000,000
2.6	Aircraft Hijack Coverage – Payment for every 8 hour period of Hijack	Up to VND 4,200,000 (VND 2,100,000 per 8 hour period of Hijack)

## PART II DEFINITIONS

**Accident:** means to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured Person.

**Accidental Death:** means death of the Insured Person caused directly and solely from an Accident.

**Airlines:** means an airline incorporated and operating under Vietnamese laws.

**Air Ticket** (also known as seats purchased under Airline's e-ticketing system): means any air ticket(s) arranged for a particular journey of the Insured Person issued by Airline. Such journeys originate from Vietnam.

**Bodily Injury:** means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.

**Certificate of Insurance:** means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of TripCARE Travel Insurance – Domestic One Way Plan.

**Children:** means a person(s) aged from 7 days to under 14 years who is accompanied by a legal authorized adult Insured Person or person(s) aged 2 years and above using Unaccompanied Minor Service provided by Airlines and/or accompany by an legal authorized adult Insured Person (Children age depends on the provision of Airlines)

**Civil War:** means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups.

This definition includes armed rebellion, revolution, sedition, insurrection, coup d'état, and the consequences of martial law.

**Destination:** means the place where the Insured Person's Scheduled Flight is destined to depart to.

**Epidemic:** means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region.

**Extreme Sports and Sporting Activities:** means any sports or sporting activities that presents a high level of inherent danger (i.e., Involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing, canoeing down rapids, cliff jumping, horse jumping, ultra marathons, biathlons, triathlons and stunt riding. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

**First Departure Date:** means the first date of departure shown on an Insured Person's Air Ticket.

**Hospital:** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

**Hijack:** refers to any seizure or exercise of control by force or violence or threat of force or

violence, and with wrongful intent, of an aircraft.

**Immediate Family Member:** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren..

**Insured Person:** means the passenger(s) to whom an Air Ticket has been purchased and who have been issued with the Certificate of Insurance for that Scheduled Flight(s)

**Itinerary:** means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".

**Limb:** means the entire limb between the shoulder and the wrist and includes the whole hand, or between the hip and the ankle and includes the whole foot.

**Loss of Sight:** refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

**Mountaineering or Trekking:** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Overseas:** refers to anywhere outside Vietnam.

**Permanent Total Disablement:** refers to disability that results directly and solely from Bodily Injury and which is independent of all other causes, occurring within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months to the extent of being unable to perform the normal duty in the Insured Person's regular occupation or any other occupation totally and permanently.

**Physician:** means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed.

Physician shall exclude:

- a) chiropractors and physiotherapists;
- b) an Insured Person;
- c) the Insured Person's spouse;
- d) a person booked to accompany the Insured Person on the Flight; or
- e) an Immediate Family Member of the Insured Person.

**Pre-Existing Condition:** refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 12-month period preceding commencement of the Trip:

- a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
- b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or
- c) required the taking of prescribed drugs or medicine.

**Purchaser of Insurance:** means the person named in the payment details section of the Itinerary who paid the travel insurance premium for the Insured Person(s) named in the Certificate of Insurance.

**Reasonable and Customary Charges:** means expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition.

Such expenses shall not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and should not include charges that would not have been charged if no insurance was procured.

**Scheduled Departure Date:** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.

**Scheduled Flight:** means commercial flights scheduled by Airline, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.

Scheduled Flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

**Serious Illness:** whenever applied to the Insured Person or Immediate Family Member, means Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Trip.

**Sickness/Illness:** means any noticeable change in the physical health of an Insured Person during the Trip that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Policy wording.

**Summary of Benefits:** means the summary of benefits listed in this Policy wording

**Specially Designated List:** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, United Nations, European Union or United Kingdom.

**Trip:** means the trip made by the Insured Person within Vietnam between the Start Date and End Date as stated in the Certificate of Insurance.

**Unforeseen Circumstances:** refers to adverse weather conditions, natural calamity, mechanical breakdown or derangement of the aircraft, the Insured Person is denied boarding due to over-booking of the Scheduled Flight, Sickness or Injury sustained by the Insured Person.

### PART III PERIOD OF INSURANCE

#### 1. Commencement of Cover

- a) Except for Flight Cancellation benefit, the cover commences upon check-in on the First Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Scheduled Flight.
- b) The cover for Flight Cancellation benefit commences on the date of issuance of this Policy wording or the date falling sixty (60) days prior to the Scheduled First Departure Date whichever is the later.

## 2. Expiry of Cover

- a) Except for Flight Cancellation benefit, the cover ends upon the Insured Person's arrival to the airport at the Destination.
- b) The cover for Flight Cancellation benefit terminates on the First Departure Date..

## 3. Other Limitations

Child(ren) must be accompanied by at least one (01) insured adult under that Policy wording for any Trip made during the Period of Insurance.

## PART IV BENEFITS

### 1. Personal Accident Benefits

In the event of an Accident occurring during the Flight, if the Insured Person suffers Bodily Injury which results in his death or disablement, PVI Insurance will, subject to the exclusions, limitations, provisions and terms of the Policy wording, pay compensation as provided in the Table of Compensation below:

<b>Table of Compensation</b>		
	<b>Events</b>	<b>Percentage of Amount of Benefit</b>
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Total and irrecoverable Loss of Sight of an eye or both eyes	100%
4	Permanent loss of use of one or more Limbs	100%
5	Total and irrecoverable Loss of Sight of one eye and loss of use of one Limb	100%

Provided that:

- a) such Accidental Death or disablement occurs within one hundred and eighty (180) calendar days immediately following the date of the Accident causing such Accidental Death or disablement;
- b) the maximum compensation for which PVI Insurance shall be liable in respect of one Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

### **Exposure and Disappearance Extension:**

When, by reason of an Accident covered by this Policy wording, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers Accidental Death or disablement for which a benefit is otherwise payable hereunder, such Accidental Death or disablement shall be covered under this Policy wording.

If the body of the Insured Person has not been found within one (1) year of disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was traveling at the time of the Accident, it will be presumed that the Insured Person suffered Accidental Death resulting from Bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking, and PVI Insurance shall forthwith pay the benefit under this Policy wording provided the person or persons to whom such benefit is paid shall sign an undertaking to refund such sum to PVI Insurance if the Insured Person is subsequently found to be living.



## **2. Travel Inconvenience Benefits**

In addition to the benefits provided under the above Section 1 and Section 2, the Insured Person will be covered for Travel Inconveniences of the events specified below:

### **2.1. Trip Cancellation** (*when this rider is part of the Policy*)

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Trip Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight during a Flight on the First Departure Date due to the occurrence of any one of the following events:

- a) events in connection with an Immediate Family Member suffering from:
  - (i) death; or
  - (ii) hospitalization, which requires the presence of the Insured Person, which was not anticipated at the purchase date of the Air Ticket; or
- b) events in connection with:
  - (i) hospitalization of the Insured Person due to Serious Illnesses or Bodily Injury not anticipated at the purchase date of the Air Ticket;
  - (ii) serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date;
  - (iii) serious damage to the Insured Person's principal residence due to fire, flood, tornado, earthquake, hurricane or similar natural disaster requiring the Insured Person's presence on the premises on the First Departure Date; or
  - (iv) the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

### **Special Exclusions applicable to 2.1 – Trip Cancellation**

PVI Insurance shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:

- a) criminal acts committed by the Insured Person;
- b) war, civil war, riot, popular movements, terrorist acts;
- c) any Pre-existing medical conditions;
- d) any effect of a source of radioactivity;
- e) pollution;
- f) Epidemic;
- g) natural catastrophes including, without limitation, volcanic eruptions; or
- h) climatic events including, without limitation, snow and/or wind

PVI Insurance shall not be liable for any loss which is compensated by Airline.

### **2.2. Accompanying Baggage and Personal Effects** (*when this rider is part of the Policy*)

PVI Insurance will indemnify the Insured Person subject to a per item limit, for up to the maximum limit as specified for Accompanying Baggage and Personal Effects in the Summary of Benefits, in consequence of:

- a) a theft or damage due to theft or any attempted theft; and/or

- b) loss or damage to the Insured Person's baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by Airline.

whilst the Insured Person on board the Scheduled flight.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:

- a) the original cash value of the items less depreciation; or
- b) the cost of replacement of a similar make and model; or
- c) the cost of repair of the items,

as determined by PVI Insurance in its sole discretion.

The loss, damage must be reported to the Airline authorized representative at the airport of disembarkation. Any claim must be accompanied by written documentation from such Airline representative.

Where any item consists of articles in a pair or set, PVI Insurance shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. PVI Insurance may at its option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered Accompanying Baggage and Personal Effects before and after the loss.

The following items and equipment are only covered against theft if such items or equipment are physically carried by the Insured Person as "carry on luggage" for the Scheduled Flight:

- a) watches;
- b) jewelry articles consisting in whole or in part of silver, gold, or platinum objects and/or made with precious materials, precious stones, pearls;
- c) articles trimmed with or made mostly of fur; and
- d) portable photographic, cinematographic, laptop or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

#### **Special Exclusions applicable to Section 2.2 – Accompanying Baggage and Personal Effects**

- a) This insurance does not cover:
  - (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or, furniture; perishables and consumables; or
  - (xi) sporting equipment including, without limitation, ski sets, bicycles, sailboards, golf clubs and tennis rackets, except whilst checked in as baggage.
- b) PVI Insurance shall not be liable for any loss or damage resulting from:
  - (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority
  - (iii) criminal acts; or

- (iv) gradual deterioration or wear and tear;
- (v) insects or vermin;
- (vi) inherent vice or damage
- (vii) transportation of contraband or illegal trade; or
- (viii) seizure whether for destruction under quarantine or custom regulation or not.

PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy wording, be insured by any other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the policies had this Policy wording not been effected.

### **2.3. Airline Flight Delay** *(when this rider is part of the Policy)*

In the event the Insured Person's Scheduled Flight is delayed for at least specific number of consecutive hours as stated in the Summary of Benefits from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of Airline, PVI Insurance will pay the Insured Person the amount for every specific number of consecutive hours of delay as stated in the Summary of Benefits, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by Airline. A letter from Airline or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

### **Special Exclusions applicable to Section 2.3 – Airline Flight Delay**

PVI Insurance shall not be liable for any loss resulting from:

- a) the failure of the Insured Person to check in according to the itinerary supplied to him/her
- b) strike or industrial action of companies/carriers other than from the Airline and already in existence on the date the Scheduled Flight is arranged;
- c) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action);
- d) arising cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure; or
- e) the Insured Person failing to obtain written confirmation from Airline or its handling agents of the number of hours delayed and the reason for such delay

### **2.4. Baggage Delay** *(when this rider is part of the Policy)*

In the event the check-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier after consecutive hours as stated in the Summary of Benefits of the Insured Person's arrival at the airport of the scheduled Destination, PVI Insurance will pay the Insured Person the amount consecutive hours of delay, up to the maximum limit as specified in the Summary of Benefits.

**Provided always that:** The Insured Person cannot claim under both 2.2 - Accompany Baggage and Personal Effects and 2.4 - Baggage Delay (if any) for the same event.

### **2.5. Loss of Travel Documents** *(when this rider is part of the Policy)*

In the event the Insured Person during a Trip whilst on board the Scheduled flight suffers or experience a loss of travel documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence, PVI Insurance shall pay up to compensate for:

- a) the replacement cost of the travel documents lost or stolen;
- b) the reasonable additional cost of travel expenses and/or accommodation necessarily incurred by an Insured Person for the sole purpose of arranging the replacement travel documents referred to in a).

Provided that:

- a) Items covered above must be in the Insured Person's care, custody or control when such loss occurs during a Trip whilst on board the Scheduled flight .
- b) Any loss reported to Airline authorized representative within twenty-four (24) hours and an official report is obtained.

**2.6. Aircraft Hijack Coverage** (*when this rider is part of the Policy*)

In the event the Insured Person, whilst during the Trip and on an aircraft, is a victim of a Hijack, and the Hijack lasts for a period of at least specific number of consecutive hours as stated in the Summary of Benefits, PVI Insurance will pay the Insured Person for each full above mentioned consecutive hours period that the Hijack continues up to the maximum limit as specified in the Summary of Benefits.

**PART V  
GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Insurance does not cover, and PVI Insurance will not in any event be liable, to pay any Benefits or indemnify the Insured Person in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

1. any payment which would violate any law, government prohibition or regulation;
2. death or injury directly or indirectly occasioned by War, invasion, act of foreign enemy, hostilities or warlike operation (whether War be declared or not), mutiny, Civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by or under the order of any government or public or local authority;
3. delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
4. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
5. any Insured Person below the age of 7 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes

of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;

9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. Any treatment or surgical operation for congenital deformities and circumcision.
17. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
18. Treatment for obesity, weight reduction or weight improvement.
19. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
20. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy wording to sound and natural teeth
21. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment
22. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy wording, the definition of AIDS shall be that used by the World Health Organization in 1987, or subsequent revision by the World Health Organization of that definition. Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of PVI Insurance either the presence of any Human Immune Deficiency Virus (HIV) or Antibodies to such Virus)
23. Venereal disease
24. any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
25. driving or riding in any kind of race involving motorized vehicles;
26. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
27. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.  
The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.
28. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
29. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
30. failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;

31. any loss, injury, damage or legal liability arising directly or indirectly from engaging practicing or participating in sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;
32. Investigation which is not medically necessary, or convalescence, custodial or rest care;
33. any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is:
  - a) a terrorist;
  - b) a member of a terrorist organization;
  - c) a purveyor of nuclear, chemical or biological weapons; or
  - d) a narcotics trafficker.

any loss resulting directly and indirectly (in whole or in part)

34. an Epidemic.
35. Losses which are indirect and consequential in nature.
36. This Policy wording does not cover, and PVI Insurance will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:  
Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by PVI Insurance would result in PVI Insurance being in breach of trade or economic sanctions or other such similar laws or regulations.
37. The Insured Person, participating in:

- a) Extreme Sports and Sporting Activities;
- b) any professional competitions or sports in which the Insured Person receive remunerations, sponsorships or any forms of financial rewards;
- c) racing, other than on foot but this does not include ultra-marathons, biathlons and triathlons;
- d) off-piste skiing;
- e) private white water rafting grade 4 and above;
- f) Mountaineering or Trekking (including mounting trekking) of 3000 meters above sea level; or
- g) scuba diving unless the Insured Person hold a PADI certification (or similar recognised qualification) or when diving with a qualified instructor. In these situations the maximum depth that this Policy wording covers is as specified under the Insured Person's PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.

## PART VI GENERAL CONDITION

### **1. Severability**

The invalidity or unenforceability of any terms and conditions of this Policy wording shall not affect the validity or enforceability of any other terms and conditions of this Policy wording, which otherwise shall remain in full force and effect.

### **2. Observance of Insurance Terms and Conditions and Payment of Premium**

The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so

far as they relate to anything to be done or complied with by the Insured Person or any claimant under this Certificate of Insurance shall be a condition precedent to any liability of PVI Insurance to make any payment under this Policy wording.

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy wording and shall be made prior to the issuance date of the Policy, unless PVI Insurance agrees otherwise in writing.

### **3. Misrepresentation in Application**

The benefits shall not be payable and this Policy wording, at the option of PVI Insurance, shall be considered voidable in the event:

- a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder or which is required to be furnished as evidence of insurability; and/or
- b) in all cases of fraud.

### **4. Alterations**

PVI Insurance reserves the right to amend the terms and provisions of this Policy wording and this Policy wording may at any time be amended and changed by written agreement between PVI Insurance and Insured Person. Subject to the laws of Vietnam, any amendment to this Policy wording shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration to the Policy shall be valid unless approved by an authorized representative of PVI Insurance and such approval be endorsed herein.

### **5. Currency of Payment**

Subject to the laws of Vietnam, payment of any claim covered under this Policy wording despite being expressed in any currency, shall be made in Vietnam Dong at the prevailing inter-bank average exchange rate as declared by the State Bank of Vietnam of that currency against Vietnam Dong at the time of effecting payment

### **6. Compensation Limit**

The compensation limit is that expressed in the Summary of Benefits of this Policy wording.

Infants (from 7 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

- 10% of Accidental Death & Permanent Disablement benefit and;
- 100% of Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation, Repatriation Expenses and Loss of Travel Documents.
- No cover is applicable under any other section of this Policy wording.

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit, Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation and Repatriation Expenses. All other cover will be payable as stated in the Summary of Benefits.

### **7. Ages**

All ages referred to in this Policy wording shall be the age of the Insured Person at his/her last birthday.

### **8. Time**

Any reference to a time or a date refers to Vietnam time.

## **9. Country of Residence**

Coverage provided to the Insured Person is subject to either their residence in Vietnam or for non-residents, to their travel through Vietnam or to their transit through an airport located in Vietnam.

## **10. Notice and Procedures of Claims**

- a) Upon the happening of any event which may give rise to a claim under this Policy wording, the Insured Person shall:
  - (i) notify PVI Insurance in writing as soon as possible and in any event not later than thirty (30) days after any event which may give rise to such claim by submitting to PVI Insurance a claim form as provided by PVI Insurance;
  - (ii) furnish to PVI Insurance in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipts, invoices, Insured Person's statements, reports and any other documents as PVI Insurance may require and shall be in such form and of such nature as PVI Insurance may prescribe; and
  - (iii) produce for PVI Insurance's examination pertinent documents at such reasonable times and shall co-operate with PVI Insurance in all matters pertaining to any loss and/or claims.

Failure to comply with this condition may prejudice the claim.

- b) The Insured Person shall also submit the following information and documents to PVI Insurance:
  - (i) copies of the record and/or charge forms verifying the payment of relevant Scheduled Flight Air Tickets; and
  - (ii) where a claim is made under section 2.2, 2.3 or 2.4 of this Policy wording, a property irregularity report obtained from Airline in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
- c) All reasonable measures to protect, safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

## **11. Proof of Loss**

Written proof of loss must be furnished to PVI Insurance at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in any event, except in the absence of legal capacity, no later than one (1) year from the time proof is otherwise required.

## **12. Indemnification**

Compensation for death will be paid to the beneficiary who is nominated in writing by the Insured Person prior to the termination or expiry of the Insurance Policy. In the absence of such nomination, the benefit will be paid to that Insured Person's estate.

The compensation will be paid by PVI Insurance to the Insured Person within fifteen (15) days from the date of receipt of complete and proper documents.

In the event PVI Insurance wishes to investigate a claim for compensation under this clause, the time so specified may be extended if necessary but in no event shall this total period be more



than ninety (90 ) days after all documents proving loss have been received by PVI Insurance.

### **13. Effect of Fraud**

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

### **14. Medical Examination**

PVI Insurance at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

### **15. Governing law**

This Policy wording shall be governed by and interpreted in accordance with the laws of Vietnam.

### **16. Privacy Statement**

PVI Insurance collects the Policyholder's and the Insured Person(s)' personal data to offer, provide, manage and develop insurance products and services. For these purposes, PVI Insurance may disclose such personal data to appropriate third parties in or outside Vietnam, including service providers, other PVI Insurance companies, insurance and reinsurance intermediaries, other insurers and PVI Insurance's reinsurers. The Policyholder and the Insured Person(s) consent to PVI Insurance using and disclosing his/her personal data as set out in this clause.

### **17. Limitation of Claims**

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy wording if presented to PVI Insurance beyond a period of one (1) year from the date of loss.

### **18. To Whom Indemnity is Payable**

Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure to elect a nominee, to the legal beneficiary as stipulated under current applicable laws of Vietnam. Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between PVI Insurance and the Insured Person or his/her estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

### **19. Sanctions Clause**

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy wording or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity has established an embargo or other form of economic sanction which has the effect of prohibiting PVI Insurance from providing insurance coverage, transacting business with, or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy.

It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity.

### **20. Receipts**

Any trust, charge, lien, assignment, or other similar dealing with this Policy wording by an Insured Person shall not be binding on PVI Insurance.

The receipt by the Insured Person of any amount payable herein shall in all cases be effectual discharge of PVI Insurance's liability under this Policy wording.

**21. Rights of Nominee**

Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy wording or to a change of nominee or for that matter for any changes in this Policy wording.

**22. Rights of Ownership**

The policy owner is the Insured Person.

**23. Legal Proceedings**

No action at law shall be brought against PVI Insurance immediately three (3) years after the date that the dispute arises between the parties.

**24. Dissolution Clause**

All disputes arising out of or in relation to this contract shall be settled by the competent Court of Vietnam or by Arbitration in accordance with the Code of Civil Procedure of Vietnam.

**25. Free Look Period**

This Policy wording and the Certificate of Insurance may be cancelled by giving PVI Insurance notice seven (7) days prior to First Departure Date as stated in the Itinerary provided no claim has been paid after the issue date of this Policy wording.

PVI Insurance will refund the premium to the Purchaser of Insurance.

**26. Sole Responsibility of PVI Insurance**

Any issues, matters or claims related in whole or part to insurance provided under this Policy wording shall be the sole responsibility of PVI Insurance.

**27. Language Prevails**

If there is any conflict or inconsistency between any of the contents of this Policy wording and the contents of a version of this Policy wording issued or printed in any other language, the contents of the Policy issued and printed in Vietnamese shall prevail.

**28. Duplication of Cover**

In the event that an Insured Person is covered by more than one policy purchased from PVI Insurance through Airline, benefit will be paid by the policy which provides the greatest amount of benefit.

Where the benefit under each policy is identical, PVI Insurance will only entertain the claim under the policy first issued.

**TRIPCARE TRAVEL INSURANCE POLICY WORDING**  
*DOMESTIC RETURN PLAN*

PVI Insurance Corporation (“PVI Insurance”)

PVI Insurance agrees to pay benefits in accordance with the Terms and Conditions, definitions, exclusions and provisions of this Policy wording provided that no insurance shall be in force unless a Certificate of Insurance is legitimately issued by PVI Insurance.

**PART I**  
**SUMMARY OF BENEFITS**

Summary of Benefits issued exclusively to passengers who purchase a return trip domestic flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the “Insured Persons”).

<b>Benefit</b>		<b>Amount of Benefit</b>
<b>1. Personal Accident Benefit</b>		
Personal Accident		
– For Insured Person aged from 2 years to 75 years		Up to VND 1,000,000,000
– For Insured Person aged above 75 years		Up to VND 500,000,000
– For Insured Person aged from 7 days to under 2 years		Up to VND 100,000,000
<b>2. Overseas Medical Expenses</b>		
Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip		
2.1	– For Insured Person aged from 7 days to 75 years	VND 150,000,000
	– For Insured Person aged above 75 years	VND 75,000,000
2.2.	Emergency Medical Assistance and Travel Assistance	
Emergency Medical Evacuation Coverage		
2.2.1	– For Insured Person aged from 7 days to 75 years	VND 100,000,000
	– For Insured Person aged above 75 years	VND 50,000,000

2.2.2	Repatriation of Mortal Remains Coverage – For Insured Person aged from 7 days to 75 years – For Insured Person aged above 75 years	VND 100,000,000 VND 50,000,000
2.3	24-Hours Worldwide Medical and Travel Assistance Services	Included
<b>3. Travel Inconvenience Benefits</b>		
For Insured Person aged 2 years and above, except for Benefit 3.6 that is applied to Insured Person aged 7 days and above.		
3.1	3.1.1 Trip Cancellation 3.1.2 Trip Curtailment	Up to the original flight cost
3.2	Accompanying Baggage and Personal Effects – Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20,000,000 (Limit for any one Item: VND 3,000,000 )
3.3	Airline Flight Delay – Payment for every 4 hour period of delay from the original departure Scheduled Flight	Up to VND 1,000,000 (VND 200,000 per 4 hour delay period)
3.4	Baggage Delay – Payment for every 8 hour period of baggage delay at the scheduled Destination	Up to VND 1,600,000 (VND 480,000 per 8 hour delay period)
3.5	Loss of Travel Document	Up to VND 5,000,000
3.6	Aircraft Hijack Coverage – Payment for every 8 hour period of Hijack	Up to VND 4,200,000 (VND 2,100,000 per 8 hour period of Hijack)
<b>4. Other special benefits</b>		
Automatic Extension of the Period of insurance without charge for up to 10 days		Yes

## PART II DEFINITIONS

**Accident:** means to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured Person.

**Accidental Death:** means death of the Insured Person caused directly and solely from an Accident.

**Airlines:** means an airline incorporated and operating under Vietnamese laws.

**Air Ticket** (also known as seats purchased under Airline’s e-ticketing system): means any air ticket(s) arranged for a particular journey of the Insured Person issued by Airline. Such journeys originate from Vietnam.

**Acquired Immune Deficiency Syndrome or AIDS:** shall include Opportunistic Infection,

Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Washing Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.

“Opportunistic Infection” shall include but not be limited to Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus and/or Disseminated Fungi infection.

“Malignant Neoplasm” shall include but not be limited to Kaposi’s Sarcoma, Central Nervous System Lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disablement, in the presence of Acquired Immune Deficiency Syndrome.

**Bodily Injury:** means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.

**Certificate of Insurance:** means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of TripCARE Travel Insurance – Domestic Return Plan.

**Children:** means a person(s) aged from 7 days to under 14 years who is accompanied by an legal authorized adult Insured Person or person(s) aged 2 years and above using Unaccompanied Minor Service provided by Airlines and/or accompany by an legal authorized adult Insured Person ( Children age depends on the provision of Airlines)

**PVI Assistance:** PVI Assistance is a organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.

**Civil War:** means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups.

This definition includes armed rebellion, revolution, sedition, insurrection, coup d’état, and the consequences of martial law.

**Destination:** means the place where the Insured Person’s Scheduled Flight is destined to depart to.

**Epidemic:** means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region.

**Extreme Sports and Sporting Activities:** means any sports or sporting activities that presents a high level of inherent danger (i.e. Involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing, canoeing down rapids, cliff jumping, horse jumping, ultra marathons, biathlons, triathlons and stunt riding. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

**First Departure Date:** means the first date of departure shown on an Insured Person’s Air Ticket.

**Hospital:** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

**Hijack:** refers to any seizure or exercise of control by force or violence or threat of force or violence, and with wrongful intent, of an aircraft.

**Immediate Family Member:** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren..

**Insured Person:** means the passenger(s) to whom an Air Ticket has been purchased and who have been issued with the Certificate of Insurance for that Scheduled Flight(s)

**Itinerary:** means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".

**Limb:** means the entire limb between the shoulder and the wrist and includes the whole hand, or between the hip and the ankle and includes the whole foot.

**Loss of Sight:** refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

**Mountaineering or Trekking:** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Overseas:** refers to anywhere outside Vietnam.

**Permanent Total Disablement:** refers to disability that results directly and solely from Bodily Injury and which is independent of all other causes, occurring within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months to the extent of being unable to perform the normal duty in the Insured Person's regular occupation or any other occupation totally and permanently.

**Physician:** means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed.

Physician shall exclude:

- a) chiropractors and physiotherapists;
- b) an Insured Person;
- c) the Insured Person's spouse;
- d) a person booked to accompany the Insured Person on the Flight; or
- e) an Immediate Family Member of the Insured Person.

**Pre-Existing Condition:** refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 12-month period preceding commencement of the Trip:

- a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
- b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or
- c) required the taking of prescribed drugs or medicine.

**Purchaser of Insurance:** means the person named in the payment details section of the Itinerary who paid the travel insurance premium for the Insured Person(s) named in the Certificate of

Insurance.

**Reasonable and Customary Charges:** means expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition.

Such expenses shall not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and should not include charges that would not have been charged if no insurance was procured.

**Scheduled Departure Date:** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.

**Scheduled Flight:** means commercial flights scheduled by Airline, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.

Scheduled Flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

**Serious Illness:** whenever applied to the Insured Person or Immediate Family Member, means Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Trip.

**Sickness/Illness:** means any noticeable change in the physical health of an Insured Person during the Trip that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Policy wording.

**Summary of Benefits:** means the summary of benefits listed in this Policy wording

**Specially Designated List:** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America , United Nations, European Union or United Kingdom.

**Trip:** means the trip made by the Insured Person within Vietnam between the Start Date and End Date as stated in the Certificate of Insurance.

**Unforeseen Circumstances:** refers to adverse weather conditions, natural calamity, mechanical breakdown or derangement of the aircraft, the Insured Person is denied boarding due to over-booking of the Scheduled Flight, Sickness or Injury sustained by the Insured Person.

### PART III PERIOD OF INSURANCE

#### 1. Commencement of Cover

- a) Except for Flight Cancellation benefit, the cover commences upon check-in on the First Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Scheduled Flight.
- b) The cover for Flight Cancellation benefit commences on the date of issuance of this Policy or the date falling sixty (60) days prior to the Scheduled Departure Date.

#### 2. Expiry of Cover

- a) Except for Flight Cancellation benefit, the cover ends once the Insured Person has left the airport premises at the Return Destination or upon expiry of 30 days from the First Departure Date, whichever comes first.
- b) The cover for Flight Cancellation benefit terminates on the First Departure Date

**3. Other Limitations:**

Child(ren) must be accompanied by at least one (01) insured adult under that Policy wording for any Trip made during the Period of Insurance.

**PART IV  
BENEFITS**

**1. Personal Accident Benefits**

In the event of an Accident occurring during the Flight, if the Insured Person suffers Bodily Injury which results in his death or disablement, PVI Insurance will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:

<b>Table of Compensation</b>		
	<b>Events</b>	<b>Percentage of Amount of Benefit</b>
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Total and irrecoverable Loss of Sight of an eye or both eyes	100%
4.	Permanent loss of use of one or more Limbs	100%
5.	Total and irrecoverable Loss of Sight of one eye and loss of use of one Limb	100%

Provided that:

- a) such Accidental Death or disablement occurs within one hundred and eighty (180) calendar days immediately following the date of the Accident causing such Accidental Death or disablement;
- b) the maximum compensation for which PVI Insurance shall be liable in respect of one Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

**Exposure and Disappearance Extension**

When, by reason of an Accident covered by this Policy wording, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers Accidental Death or disablement for which a benefit is otherwise payable hereunder, such Accidental Death or disablement shall be covered under this Policy wording.

If the body of the Insured Person has not been found within one (1) year of disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was traveling at the time of the Accident, it will be presumed that the Insured Person suffered Accidental Death resulting from Bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking, and PVI Insurance shall forthwith pay the benefit under this Policy wording provided the person or persons to whom such benefit is paid shall sign an undertaking to refund such sum to PVI Insurance if the Insured Person is subsequently found to be living.



## **2. Overseas Medical Expenses**

### **2.1 Medical Reimbursement** *(when this rider is part of the Policy)*

PVI Insurance will indemnify the Insured Person up to the maximum limit for Medical Reimbursement specified in the Summary of Benefits for Medically Necessary Expenses which are Reasonable and Customary Charges incurred due to Injury or Sickness sustained during a Trip. In the event of hospitalization, PVI Assistance may be able to arrange, on a case-by-case basis, subject to approval from PVI Insurance, an advance payment to the Hospital subject to:

- a) initial treatment for such an Accident or Sickness must be received during the Trip; and
- b) all expenses must be incurred within 30 days after the expiry date of the respective Certificate of Insurance issued to the Insured Person under this Policy wording.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the Injury or Sickness which include the following:

- a) the services of a Physician;
- b) hospital confinement and use of operating room;
- c) anesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- d) drugs, medicines, and therapeutic services and supplies; and/or physiotherapy treatment by a western qualified physiotherapist.

### **2.2 Emergency Medical Assistance and Travel Assistance**

#### **2.2.1 Emergency Medical Evacuation Coverage** *(when this rider is part of the Policy)*

In the event that an Insured Person requires evacuation in a medical emergency due to Accident or Sickness covered by this Policy wording occurring during the trip, PVI Assistance will organize for an emergency medical transport to the nearest medical facility that is adequately equipped to treat the Insured Person's medical condition. The type of transportation will depend on the availability and the gravity of the Insured Person's condition.

The means of evacuation arranged by PVI Assistance, or its authorized representative, may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by PVI Assistance, or its authorized representative, and will be based solely upon medical necessity.

This Emergency Medical Evacuation Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the Trip;
- b) Any expenses for a service not approved and arranged by the PVI Assistance, or its authorized representative, except that PVI Insurance reserves the right to waive this exclusion in the event the Insured Person or his/her traveling companions cannot for reasons beyond their control notify the PVI Assistance, or its authorized representative, during an emergency medical situation. In any event, PVI Insurance reserves the right to reimburse the Insured Person only for those expenses incurred for services which the PVI Assistance, or its authorized representative, would have provided under the same circumstances and up to the limits specified in the Policy Schedule.

In the event that medical repatriation is necessary, PVI Assistance will repatriate the Insured Person back to his/her home or habitual residence in Vietnam. Alternatively, PVI Assistance will

arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified in the Summary of Benefits. Cover under this section 2.2 does not extend to repatriation of the Insured Person to a habitual residence outside of Vietnam.

### **2.2.2 Repatriation of Mortal Remains Coverage** *(when this rider is part of the Policy)*

When as the result of Injury or Sickness covered under Personal Accident and Medical Expenses coverage of this Policy wording occurring during the trip, the Insured Person dies within thirty (30) days from the date of the Injury or commencement of Sickness, PVI Assistance, or its authorized representative, shall make the necessary arrangements for the return of the Insured Person's mortal remains to Vietnam/ Home Country. PVI Insurance shall pay directly to PVI Assistance, or its authorized representative, reasonable expenses for such repatriation up to the benefit amount as specified in the Policy Schedule.

In addition to the transportation of the remains, PVI Insurance shall reimburse to the Insured Person's estate expenses actually incurred for services and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected.

This Repatriation of Mortal Remains Coverage does not cover:

- a) Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the Trip;
- b) Any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the PVI Assistance, or its authorized representative.

### **Special Conditions Applicable to Section 2 – Medical and Evacuation Expenses**

PVI Insurance is not liable to pay:

1. costs for medical care except that prescribed by a Physician or which is delivered by a Hospital;
2. for any loss which is directly or indirectly, in whole or in part, due to:
  - a) foreign or Civil War, whether declared or not;
  - b) the effect of drugs, medication or treatment not prescribed by a Physician;
  - c) suicide, attempted suicide or intentionally self-inflicted injury;
  - d) participation by the Insured Person in any competition involving the use of motorized land, water or air vehicle;
  - e) participation by the Insured Person in any professional sports;
  - f) the Insured Person flying whether as a fare-paying passenger or not, in or on an aircraft which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - g) the Insured Person's active service in any of the armed forces of any nation;
  - h) the participation or involvement of the Insured Person in a criminal act;
  - i) the Insured Person's practice or utilization, either as pilot or passenger, of a Ultra-light motor glider(ULM), sailplane, hand glider, parasail, parachute, hot air balloon, or similar service, or engaging in any aerial flight other than that as previously expressed.
3. PVI Insurance is not liable for expenses incurred:
  - a) for any other medical care except as provided in the Medical Expenses described above;
  - b) any Pre-Existing Condition;

- c) pregnancy and its consequences;
- d) mental or emotional disorder;
- e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
- g) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
- h) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident which makes usage medically necessary;
- i) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
- j) non-emergency medical check-ups; or
- k) vaccinations and their complications.

### **3. Travel Inconvenience Benefits**

In addition to the benefits provided under the above Section 1 and Section 2, the Insured Person will be covered for Travel Inconveniences for the events specified below:

#### **3.1. Trip Cancellation & Trip Curtailment** *(when this rider is part of the Policy)*

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for:

- a) Trip Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight on the First Scheduled Departure Date; or
- b) PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Trip Curtailment in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight after the First Scheduled Departure Date;

due to the occurrence of any of the following events:

- (i) events in connection with an Insured Person's Immediate Family Member suffering from:
  - death; or
  - hospitalization, which requires the presence of the Insured Person, which was not anticipated at the purchase date of the Air Tickets; or
- (ii) events in connection with:
  - hospitalization of the Insured Person due to Serious Illnesses or Bodily Injury not anticipated at the purchase date of the Air Ticket;
  - serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date;
  - serious damage to the Insured Person's principal residence due to fire, flood, tornado, earthquake, hurricane or similar natural disaster requiring his/her presence on the premises on the First Departure Date; or
  - the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

#### **Special Exclusions applicable to Section 3.1 – Trip Cancellation & Trip Curtailment**

PVI Insurance shall not be liable for any loss resulting directly or indirectly (in whole or in part)

from:

- a) criminal acts committed by the Insured Person;
- b) war, riot, popular movements, terrorist acts;
- c) any pre-existing medical conditions;
- d) any effect of a source of radioactivity;
- e) pollution;
- f) Epidemics;
- g) natural catastrophes including, without limitation, volcanic eruptions; or
- h) climatic events including, without limitation, snow and/or wind .

PVI Insurance shall not be liable for any loss which is compensated by Airline.

### **3.2. Accompanying Baggage and Personal Effects** (*when this rider is part of the Policy*)

PVI Insurance will indemnify the Insured Person subject to a per item limit, for up to the maximum limit as specified for Accompanying Baggage and Personal Effects in the Summary of Benefits, in consequence of:

- a) a theft or damage due to theft or any attempted theft; and/or
- b) loss or damage to the Insured Person's baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by Airline.

whilst the Insured Person on board the Scheduled flight.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:

- a) the original cash value of the items less depreciation; or
- b) the cost of replacement of a similar make and model; or
- c) the cost of repair of the items.

as determined by PVI Insurance in its sole discretion.

The loss, damage must be reported to the Airline authorized representative at the airport of disembarkation. Any claim must be accompanied by written documentation from such Airline representative.

Where any item consists of articles in a pair or set, PVI Insurance shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. PVI Insurance may at its option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered Accompanying Baggage and Personal Effects before and after the loss.

The following items and equipment are only covered against theft if such items or equipment are physically carried by the Insured Person as "carry-on luggage" for the Scheduled Flight:

- a) watches
- b) jewelry articles consisting in whole or in part of silver, gold, or platinum objects and/or made with precious materials, precious stones, pearls;
- c) articles trimmed with or made mostly of fur;
- d) portable photographic, cinematographic, laptop or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to Section 3.2 – Accompanying Baggage and Personal Effects**

- a) This insurance does not cover:

- (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or, furniture; perishables and consumables; or
  - (xi) sporting equipment including, without limitation, ski sets, bicycles, sailboards, golf clubs and tennis rackets, except whilst checked in as baggage.
- b) PVI Insurance shall not be liable for any loss or damage resulting from:
- (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority
  - (iii) criminal acts; or
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy wording, be insured by any other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the policies had this Policy wording not been effected.

### **3.3. Airline Flight Delay** (*when this rider is part of the Policy*)

In the event the Insured Person's Scheduled Flight is delayed for at least specific number of consecutive hours as stated in the Summary of Benefits from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of Airline, PVI Insurance will pay the Insured Person the amount for every specific number of consecutive hours of delay as stated in the Summary of Benefits, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by Airline. A letter from Airline or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

#### **Special Exclusions applicable to Section 3.3 – Airline Flight Delay**

PVI Insurance shall not be liable for any loss resulting from:

- a) the failure of the Insured Person to check in according to the itinerary supplied to him/her
- b) strike or industrial action of companies/carriers other than from the Airline and already in

- existence on the date the Scheduled Flight is arranged;
- c) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action);
  - d) arising cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure; or
  - e) the Insured Person failing to obtain written confirmation from Airline or its handling agents of the number of hours delayed and the reason for such delay.

### **3.4. Baggage Delay** *(when this rider is part of the Policy)*

In the event the check-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier after consecutive hours as stated in the Summary of Benefits of the Insured Person's arrival at the airport of the scheduled Destination, PVI Insurance will pay the Insured Person the amount consecutive hours of delay, up to the maximum limit as specified in the Summary of Benefits.

**Provided always that:** The Insured Person cannot claim under both 3.2 - Accompany Baggage and Personal Effects and 3.4 - Baggage Delay (if any) for the same event.

### **3.5. Loss of Travel Documents** *(when this rider is part of the Policy)*

In the event the Insured Person whilst during the Trip suffers or experience a loss of travel documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence, PVI Insurance shall pay up to compensate for:

- a) the replacement cost of the travel documents lost or stolen;
- b) the reasonable additional cost of travel expenses and/or accommodation necessarily incurred by an Insured Person for the sole purpose of arranging the replacement travel documents referred to in a).

Provided that:

- a) Items covered above must be in the Insured Person's care, custody or control when such loss occurs during a Trip.
- b) Any loss reported to the police within twenty-four (24) hours and an official report is obtained.

### **3.6. Aircraft Hijack Coverage** *(when this rider is part of the Policy)*

In the event the Insured Person, whilst during the Trip and on an aircraft, is a victim of a Hijack, and the Hijack lasts for a period of at least specific number of consecutive hours as stated in the Summary of Benefits, PVI Insurance will pay the Insured Person for each full above mentioned consecutive hours period that the Hijack continues up to the maximum limit as specified in the Summary of Benefits.

## **PART V GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Insurance does not cover, and PVI Insurance will not in any event be liable, to pay any Benefits or indemnify the Insured Person in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

1. any payment which would violate any law, government prohibition or regulation;
2. death or injury directly or indirectly occasioned by War, invasion, act of foreign enemy, hostilities or warlike operation (whether War be declared or not), mutiny, Civil War,

rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by or under the order of any government or public or local authority;

3. delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
4. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
5. any Insured Person below the age of 7 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. Any treatment or surgical operation for congenital deformities and circumcision.
17. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
18. Treatment for obesity, weight reduction or weight improvement.
19. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
20. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy wording to sound and natural teeth
21. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment
22. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy wording, the definition of AIDS shall be that used by the World Health Organization in

1987, or subsequent revision by the World Health Organization of that definition. Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of PVI Insurance either the presence of any Human Immune Deficiency Virus (HIV) or Antibodies to such Virus)

23. Venereal disease

24. any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;

25. driving or riding in any kind of race involving motorized vehicles;

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

27. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.

The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.

28. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;

29. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;

30. failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;

31. any loss, injury, damage or legal liability arising directly or indirectly from engaging practicing or participating in sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;

32. Investigation which is not medically necessary, or convalescence, custodial or rest care;

33. any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is:

a) a terrorist;

b) a member of a terrorist organization;

c) a purveyor of nuclear, chemical or biological weapons; or

d) a narcotics trafficker.

any loss resulting directly and indirectly (in whole or in part).

34. an Epidemic.

35. Losses which are indirect and consequential in nature.

36. This Policy wording does not cover, and PVI Insurance will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by PVI Insurance would result in PVI Insurance being in breach of trade or economic sanctions or other such similar laws or regulations.

37. The Insured Person, participating in:

a) Extreme Sports and Sporting Activities;

b) any professional competitions or sports in which the Insured Person receive remunerations, sponsorships or any forms of financial rewards;

c) racing, other than on foot but this does not include ultra-marathons, biathlons and triathlons;

d) off-piste skiing;



- e) private white water rafting grade 4 and above;
- f) Mountaineering or Trekking (including mounting trekking) of 3000 meters above sea level; or
- g) scuba diving unless the Insured Person hold a PADI certification (or similar recognised qualification) or when diving with a qualified instructor. In these situations the maximum depth that this Policy wording covers is as specified under the Insured Person's PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.

## PART VI GENERAL CONDITION

### **1. Severability**

The invalidity or unenforceability of any terms and conditions of this Policy wording shall not affect the validity or enforceability of any other terms and conditions of this Policy wording, which otherwise shall remain in full force and effect.

### **2. Observance of Insurance Terms and Conditions and Payment of Premium**

The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to be done or complied with by the Insured Person or any claimant under this Certificate of Insurance shall be a condition precedent to any liability of PVI Insurance to make any payment under this Policy wording.

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy wording and shall be made prior to the issuance date of the Policy, unless PVI Insurance agrees otherwise in writing.

### **3. Misrepresentation in Application**

The benefits shall not be payable and this Policy wording, at the option of PVI Insurance, shall be considered voidable in the event:

- a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder or which is required to be furnished as evidence of insurability; and/or
- b) in all cases of fraud.

### **4. Alterations**

PVI Insurance reserves the right to amend the terms and provisions of this Policy wording and this Policy wording may at any time be amended and changed by written agreement between PVI Insurance and Insured Person. Subject to the laws of Vietnam, any amendment to this Policy wording shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration to the Policy shall be valid unless approved by an authorized representative of PVI Insurance and such approval be endorsed herein.

### **5. Currency of Payment**

Subject to the laws of Vietnam, payment of any claim covered under this Policy wording despite being expressed in any currency, shall be made in Vietnam Dong at the prevailing inter-bank average exchange rate as declared by the State Bank of Vietnam of that currency against Vietnam Dong at the time of effecting payment

### **6. Compensation Limit**

The compensation limit is that expressed in the Summary of Benefits of this Policy wording.

Infants (from 7 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

- 10% of Accidental Death & Permanent Disablement benefit and;
- 100% of Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation, Repatriation Expenses and Loss of Travel Documents.
- No cover is applicable under any other section of this Policy wording.

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit, Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation and Repatriation Expenses. All other cover will be payable as stated in the Summary of Benefits.

## **7. Ages**

All ages referred to in this Policy wording shall be the age of the Insured Person at his/her last birthday.

## **8. Time**

Any reference to a time or a date refers to Vietnam time.

## **9. Country of Residence**

Coverage provided to the Insured Person is subject to either their residence in Vietnam or for non-residents, to their travel through Vietnam or to their transit through an airport located in Vietnam.

## **10. Notice and Procedures of Claims**

- a) Upon the happening of any event which may give rise to a claim under this Policy wording, the Insured Person shall:
  - (i) notify PVI Insurance in writing as soon as possible and in any event not later than thirty (30 days) after any event which may give rise to such claim by submitting to PVI Insurance a claim form as provided by PVI Insurance;
  - (ii) furnish to PVI Insurance in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipts, invoices, Insured Person's statements, reports and any other documents as PVI Insurance may require and shall be in such form and of such nature as PVI Insurance may prescribe; and
  - (iii) produce for PVI Insurance's examination pertinent documents at such reasonable times and shall co-operate with PVI Insurance in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- b) The Insured Person shall also submit the following information and documents to PVI Insurance:
  - (i) copies of the record and/or charge forms verifying the payment of relevant Scheduled Flight Air Tickets; and
  - (ii) where a claim is made under section 2.2, 2.3 or 2.4 of this Policy wording, a property irregularity report obtained from Airline in respect of lost luggage including details of

the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.

- c) All reasonable measures to protect, safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

## **11. Proof of Loss**

Written proof of loss must be furnished to PVI Insurance at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in any event, except in the absence of legal capacity, no later than one (1) year from the time proof is otherwise required.

## **12. Indemnification**

Compensation for death will be paid to the beneficiary who is nominated in writing by the Insured Person prior to the termination or expiry of the Insurance Policy. In the absence of such nomination, the benefit will be paid to that Insured Person's estate.

The compensation will be paid by PVI Insurance to the Insured Person within fifteen (15) days from the date of receipt of complete and proper documents.

In the event PVI Insurance wishes to investigate a claim for compensation under this clause, the time so specified may be extended if necessary but in no event shall this total period be more than ninety (90) days after all documents proving loss have been received by PVI Insurance.

## **13. Effect of Fraud**

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

## **14. Medical Examination**

PVI Insurance at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

## **15. Governing law**

This Policy wording shall be governed by and interpreted in accordance with the laws of Vietnam.

## **16. Privacy Statement**

PVI Insurance collects the Policyholder's and the Insured Person(s)' personal data to offer, provide, manage and develop insurance products and services. For these purposes, PVI Insurance may disclose such personal data to appropriate third parties in or outside Vietnam, including service providers, other PVI Insurance companies, insurance and reinsurance intermediaries, other insurers and PVI Insurance's reinsurers. The Policyholder and the Insured Person(s) consent to PVI Insurance using and disclosing his/her personal data as set out in this clause.

## **17. Limitation of Claims**

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy wording if presented to PVI Insurance beyond a period of one (1) year from the date of loss.

## **18. To Whom Indemnity is Payable**

Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure to elect a nominee, to the legal beneficiary as stipulated under current applicable laws of Vietnam. Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between PVI Insurance and the Insured Person or his/her estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

## **19. Sanctions Clause**

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy wording or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity has established an embargo or other form of economic sanction which has the effect of prohibiting PVI Insurance from providing insurance coverage, transacting business with, or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy.

It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity.

## **20. Receipts**

Any trust, charge, lien, assignment, or other similar dealing with this Policy wording by an Insured Person shall not be binding on PVI Insurance.

The receipt by the Insured Person of any amount payable herein shall in all cases be effectual discharge of PVI Insurance's liability under this Policy wording.

## **21. Rights of Nominee**

Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy wording or to a change of nominee or for that matter for any changes in this Policy wording.

## **22. Rights of Ownership**

The policy owner is the Insured Person.

## **23. Legal Proceedings**

No action at law shall be brought against PVI Insurance immediately three (3) years after the date that the dispute arises between the parties.

## **24. Dissolution Clause**

All disputes arising out of or in relation to this contract shall be settled by the competent Court of Vietnam or by Arbitration in accordance with the Code of Civil Procedure of Vietnam.

## **25. Free Look Period**

This Policy wording and the Certificate of Insurance may be cancelled by giving PVI Insurance notice seven (7) days prior to First Departure Date as stated in the Itinerary provided no claim has been paid after the issue date of this Policy wording.

PVI Insurance will refund the premium to the Purchaser of Insurance.

## **26. Sole Responsibility of PVI Insurance**

Any issues, matters or claims related in whole or part to insurance provided under this Policy wording shall be the sole responsibility of PVI Insurance.

## **27. Language Prevails**

If there is any conflict or inconsistency between any of the contents of this Policy wording and the contents of a version of this Policy wording issued or printed in any other language, the contents of the Policy issued and printed in Vietnamese shall prevail.

## **28. Extension of insurance coverage up to maximum 3 days (only for the return flight)**

The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Airline. PVI Insurance, will honor valid claims in such a scenario.

## **29. Duplication of Cover**

In the event that an Insured Person is covered by more than one policy purchased from PVI Insurance through Airline, benefit will be paid by the policy which provides the greatest amount of benefit.

Where the benefit under each policy is identical, PVI Insurance will only entertain the claim under the policy first issued.

## **30. Automatic Extension Coverage**

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to ten (10) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy wording.

**TRIPCARE TRAVEL INSURANCE POLICY WORDING**  
*INTERNATIONAL ONE WAY PLAN - Asia & Worldwide*

PVI Insurance Corporation (“PVI Insurance”)

PVI Insurance agrees to pay benefits in accordance with the Terms and Conditions, definitions, exclusions and provisions of this Policy wording provided that no insurance shall be in force unless a Certificate of Insurance is legitimately issued by PVI Insurance.

**PART I**  
**SUMMARY OF BENEFITS**

Summary of Benefits issued exclusively to passengers who purchase a one way international flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the “Insured Persons”).

Benefit	Amount of Benefit		
	Asia	Worldwide	
<b>1. Personal Accident Benefit</b>			
Personal Accident			
– For Insured Person aged from 2 years to 75 years	Up to VND 1,680,000,000	Up to VND 1,680,000,000	
– For Insured Person aged above 75 years	Up to VND 840,000,000	Up to VND 840,000,000	
– For Insured Person aged from 7 days to under 2 years	Up to VND 168,000,000	Up to VND 168,000,000	
Personal Accident Coverage Extensions			
– Hijack, murder, assault and terrorism	Yes	Yes	
– Suffocation by smoke, poisonous fumes, gas and drowning			
– Disappearance			
<b>2. Travel Inconvenience Benefits</b>			
For Insured Person aged 2 years and above, except for Benefit 2.6 that is applied to Insured Person aged 7 days and above.			
2.1	Trip Cancellation	Up to VND105,000,000	Up to VND105,000,000
2.2	Accompanying Baggage and Personal Effects		
	– Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20,000,000 (Limit for any one Item: VND3,000,000)	Up to VND 20,000,000 (Limit for any one Item: VND3,000,000)

2.3	Airline Flight Delay – Payment for every 8 hour period of delay from the original departure Scheduled Flight	Up to VND 10,500,000 (VND 2,100,000 per 8 hour delay period)	Up to VND 10,500,000 (VND 2,100,000 per 8 hour delay period)
2.4	Missed Connecting Flight	Up to VND 10,500,000 (VND2,100,000 per 8 hours)	Up to VND 10,500,000 (VND2,100,000 per 8 hours)
2.5	Baggage Delay – Payment for every 8 hour period of baggage delay at the scheduled Destination	Up to VND 10,500,000 (VND 2,100,000 per 8 hours delay period)	Up to VND 10,500,000 (VND 2,100,000 per 8 hours delay period)
2.6	Loss of Travel Document	Up to VND 5,000,000	Up to VND 5,000,000
2.7	Aircraft Hijack Coverage – Payment for every 8 hour period of Hijack	Up to VND 4,200,000 (VND 2,100,000 per 8 hours period of Hijack)	Up to VND 4,200,000 (VND 2,100,000 per 8 hours period of Hijack)

## PART II DEFINITIONS

**Accident:** means to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured Person.

**Accidental Death:** means death of the Insured Person caused directly and solely from an Accident.

**Airlines:** means an airline incorporated and operating under Vietnamese laws.

**Air Ticket** (also known as seats purchased under Airline’s e-ticketing system): means any air ticket(s) arranged for a particular journey of the Insured Person issued by Airline. Such journeys originate from Vietnam.

**Acquired Immune Deficiency Syndrome or AIDS:** shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Washing Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.

“Opportunistic Infection” shall include but not be limited to Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus and/or Disseminated Fungi infection.

“Malignant Neoplasm” shall include but not be limited to Kaposi’s Sarcoma, Central Nervous System Lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disablement, in the presence of Acquired Immune Deficiency Syndrome.

**Bodily Injury:** means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.

**Certificate of Insurance:** means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of TripCARE Travel Insurance – International One Way Plan.

**Children:** means a person(s) aged from 7 days to under 14 years who is accompanied by an legal authorized adult Insured Person or person(s) aged 2 years and above using Unaccompanied

Minor Service provided by Airlines and/or accompany by an legal authorized adult Insured Person ( Children age depends on the provision of Airlines)

**PVI Assistance:** PVI Assistance is a organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.

**Civil War:** means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups.

This definition includes armed rebellion, revolution, sedition, insurrection, coup d'état, and the consequences of martial law.

**Destination:** means the place where the Insured Person's Scheduled Flight is destined to depart to.

**Epidemic:** means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region.

**Extreme Sports and Sporting Activities:** means any sports or sporting activities that presents a high level of inherent danger (i.e. Involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing, canoeing down rapids, cliff jumping, horse jumping, ultra marathons, biathlons, triathlons and stunt riding. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

**First Departure Date:** means the first date of departure shown on an Insured Person's Air Ticket.

**Hospital:** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

**Hijack:** refers to any seizure or exercise of control by force or violence or threat of force or violence, and with wrongful intent, of an aircraft.

**Immediate Family Member:** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren..

**Insured Person:** means the passenger(s) to whom an Air Ticket has been purchased and who have been issued with the Certificate of Insurance for that Scheduled Flight(s)

**Itinerary:** means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".

**Limb:** means the entire limb between the shoulder and the wrist and includes the whole hand, or between the hip and the ankle and includes the whole foot.

**Loss of Sight:** refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

**Mountaineering or Trekking:** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.



**Overseas:** refers to anywhere outside Vietnam.

**Permanent Total Disablement:** refers to disability that results directly and solely from Bodily Injury and which is independent of all other causes, occurring within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months to the extent of being unable to perform the normal duty in the Insured Person's regular occupation or any other occupation totally and permanently.

**Physician:** means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed.

Physician shall exclude:

- a) chiropractors and physiotherapists;
- b) an Insured Person;
- c) the Insured Person's spouse;
- d) a person booked to accompany the Insured Person on the Flight; or
- e) an Immediate Family Member of the Insured Person.

**Pre-Existing Condition:** refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 12-month period preceding commencement of the Trip:

- a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
- b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or
- c) required the taking of prescribed drugs or medicine.

**Purchaser of Insurance:** means the person named in the payment details section of the Itinerary who paid the travel insurance premium for the Insured Person(s) named in the Certificate of Insurance.

**Reasonable and Customary Charges:** means expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition.

Such expenses shall not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and should not include charges that would not have been charged if no insurance was procured.

**Scheduled Departure Date:** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.

**Scheduled Flight:** means commercial flights scheduled by Airline, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.

Scheduled Flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

**Serious Illness:** whenever applied to the Insured Person or Immediate Family Member, means Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Trip.

**Sickness/Illness:** means any noticeable change in the physical health of an Insured Person during the Trip that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Policy wording.

**Summary of Benefits:** means the summary of benefits listed in this Policy wording

**Specially Designated List:** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America , United Nations, European Union or United Kingdom.

**Trip:** means the trip made by the Insured Person within Vietnam between the Start Date and End Date as stated in the Certificate of Insurance.

**Unforeseen Circumstances:** refers to adverse weather conditions, natural calamity, mechanical breakdown or derangement of the aircraft, the Insured Person is denied boarding due to over-booking of the Scheduled Flight, Sickness or Injury sustained by the Insured Person.

### PART III PERIOD OF INSURANCE

#### 1. Commencement of Cover

- a) Except for Flight Cancellation benefit, the cover commences upon check-in on the First Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Scheduled Flight.
- b) The cover for Flight Cancellation benefit commences on the date of issuance of Policy or the date falling sixty (60) days prior to the Scheduled Departure Date whichever is the later.

#### 2. Expiry of Cover

- a) Except for Flight Cancellation benefit, the cover ends upon the Insured Person's arrival to the airport at the Destination.
- b) The cover for Flight Cancellation benefit terminates on the First Departure Date.

#### 3. Other Limitations

Child(ren) must be accompanied by at least one (01) insured adult under that Policy wording for any Trip made during the Period of Insurance.

### PART IV BENEFITS

#### 1. Personal Accident Benefits

In the event of an Accident occurring during the Flight, if the Insured Person suffers Bodily Injury which results in his death or disablement, PVI Insurance will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:

<b>Table of Compensation</b>		
	<b>Events</b>	<b>Percentage of Amount of Benefit</b>
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Total and irrecoverable Loss of Sight of an eye or both eyes	100%
4.	Permanent loss of use of one or more Limbs	100%
5.	Total and irrecoverable Loss of Sight of one eye and loss of use of one Limb	100%

Provided that:

- a) such Accidental Death or disablement occurs within one hundred and eighty (180) calendar days immediately following the date of the Accident causing such Accidental Death or disablement;
- b) the maximum compensation for which PVI Insurance shall be liable in respect of one Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

**Personal Accident Coverage Extensions:**

For the avoidance of doubt, the Personal Accident Coverage of the Policy shall cover, subject to the terms and conditions of the Policy to the following:

- a) Hijack, murder, assault and terrorism:
- b) Death or Injury which was the result of Hijack, murder, assault provided that such event did not arise as a result of or in connection with an Insured Person's collaboration or provocation or such act and Death or Injury as a consequence of such act could not reasonably have been avoided by such Insured Person
- c) Suffocation by smoke, poisonous fumes, gas and drowning:  
 Death or Injury which was the result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such event did not arise as a result of an Insured Person's willful and intentional act and Death and Injury as a consequence of such event could not reasonably have been avoided by such Insured Person.
- d) Exposure and Disappearance Extension  
 When, by reason of an Accident covered by this Policy wording, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers Accidental Death or disablement for which a benefit is otherwise payable hereunder, such Accidental Death or disablement shall be covered under this Policy wording.
- e) If the body of the Insured Person has not been found within one (1) year of disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was traveling at the time of the Accident, it will be presumed that the Insured Person suffered Accidental Death resulting from Bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking, and PVI Insurance shall forthwith pay the benefit under this Policy wording provided the person or persons to whom such benefit is paid shall sign an undertaking to refund such sum to PVI Insurance if the Insured Person is subsequently found to be living.

**2. Travel Inconvenience Benefits**

In addition to the benefits provided under the above Section 1, the Insured Person will be covered for Travel Inconveniences of the events specified below:

### **2.3 Trip Cancellation** *(when this rider is part of the Policy)*

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Trip Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket and/or accommodation expenses or deposits if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight during a Flight on the First Departure Date due to the occurrence of any one of the following events:

- a) events in connection with an Immediate Family Member suffering from:
  - (i) death; or
  - (ii) hospitalization, which requires the presence of the Insured Person, which was not anticipated at the purchase date of the Air Ticket; or
- b) events in connection with:
  - (i) hospitalization of the Insured Person due to Serious Illnesses or Bodily Injury not anticipated at the purchase date of the Air Ticket;
  - (ii) serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date;
  - (iii) serious damage to the Insured Person's principal residence due to fire, flood, tornado, earthquake, hurricane or similar natural disaster requiring the Insured Person's presence on the premises on the First Departure Date; or
  - (iv) the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

### **Special Exclusions applicable to Section 2.1– Trip Cancellation**

PVI Insurance shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:

- a) criminal acts committed by the Insured Person;
- b) war, Civil War, riot, popular movements, terrorist acts;
- c) any Pre-existing medical conditions;
- d) any effect of a source of radioactivity;
- e) pollution;
- f) Epidemic;
- g) natural catastrophes including, without limitation, volcanic eruptions; or
- h) climatic events including, without limitation, snow and/or wind.

PVI Insurance shall not be liable for any loss which is compensated by an Airline.

### **2.4 Accompanying Baggage and Personal Effects** *(when this rider is part of the Policy)*

PVI Insurance will indemnify the Insured Person subject to a per item limit, for up to the maximum limit as specified for Accompanying Baggage and Personal Effects in the Summary of Benefits, in consequence of:

- a) a theft or damage due to theft or any attempted theft; and/or
- b) loss or damage to the Insured Person's baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by Airline.

whilst the Insured Person on board the Scheduled flight.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:

- a) the original cash value of the items less depreciation; or
- b) the cost of replacement of a similar make and model; or
- c) the cost of repair of the items,

as determined by PVI Insurance in its sole discretion.

The loss, damage must be reported to the Airline authorized representative at the airport of disembarkation. Any claim must be accompanied by written documentation from such Airline representative.

Where any item consists of articles in a pair or set, PVI Insurance shall not be liable to pay more

than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. PVI Insurance may at its option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered Accompanying Baggage and Personal Effects before and after the loss.

The following items and equipment are only covered against theft if such items or equipment are physically carried by the Insured Person as "carry-on luggage" for the Scheduled Flight:

- a) watches
- b) jewelry articles consisting in whole or in part of silver, gold, or platinum objects and/or made with precious materials, precious stones, pearls;
- c) articles trimmed with or made mostly of fur;
- d) portable photographic, cinematographic, laptop or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to Section 2.2 – Accompanying Baggage and Personal Effects**

- a) This insurance does not cover:
  - (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or, furniture; perishables and consumables; or
  - (xi) sporting equipment including, without limitation, ski sets, bicycles, sailboards, golf clubs and tennis rackets, except whilst checked in as baggage.
- b) PVI Insurance shall not be liable for any loss or damage resulting from:
  - (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority
  - (iii) criminal acts; or
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy wording, be insured by any other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the policies had this Policy wording not been effected.

### **2.5 Airline Flight Delay (when this rider is part of the Policy)**

In the event the Insured Person's Scheduled Flight is delayed for at least specific number of consecutive hours as stated in the Summary of Benefits from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial

action by any employee of Airline, PVI Insurance will pay the Insured Person the amount for every specific number of consecutive hours of delay as stated in the Summary of Benefits, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by the Airline. A letter from the Airline or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

### **Special Exclusions applicable to Section 2.3 – Airline Flight Delay**

PVI Insurance shall not be liable for any loss resulting from:

- a) the failure of the Insured Person to check in according to the itinerary supplied to him/her
- b) strike or industrial action of companies/carriers other than from the Airline and already in existence on the date the Scheduled Flight is arranged;
- c) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action);
- d) arising cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure; or
- e) the Insured Person failing to obtain written confirmation from Airline or its handling agents of the number of hours delayed and the reason for such delay.

### **2.6 Missed Connecting Flight** *(when this rider is part of the Policy)*

In the event the Insured Person misses his/her confirmed onward connecting Scheduled Flight whilst in the course of a Trip Overseas at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Insured Person within specific number of consecutive hours as stated in the Summary of Benefits after the actual arrival time of his/her incoming flight, PVI Insurance will pay the Insured Person the benefit as stated in the Summary of Benefits for each specific number of consecutive hours of delay as stated in the Summary of Benefits for up to the sum-insured of this benefit amount as specified in the Summary of Benefits.

PVI Insurance will only be liable to pay either Airline Flight Delay Coverage of Section 2.3 or Missed Connecting Flight Coverage of Section 2.4 for the same event.

### **2.7 Baggage Delay** *(when this rider is part of the Policy)*

In the event the check-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier after consecutive hours as stated in the Summary of Benefits of the Insured Person's arrival at the airport of the scheduled Destination, PVI Insurance will pay the Insured Person the amount consecutive hours of delay, up to the maximum limit as specified in the Summary of Benefits.

**Provided always that:** The Insured Person cannot claim under both Section 2.2 Accompany Baggage and Personal Effects and Section 2.5 Baggage Delay (if any) for the same event.

### **2.8 Loss of Travel Document** *(when this rider is part of the Policy)*

In the event the Insured Person during a Trip whilst on board the Scheduled flight suffers or experience a loss of travel documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence, PVI Insurance shall pay up to compensate for:

- a) the replacement cost of the travel documents lost or stolen;
- b) the reasonable additional cost of travel expenses and/or accommodation necessarily incurred by an Insured Person for the sole purpose of arranging the replacement travel documents referred to in a).

Provided that:

- a) Items covered above must be in the Insured Person's care, custody or control when such

loss occurs during a Trip whilst on board the Scheduled flight .

- b) Any loss reported to Airline authorized representative within twenty-four (24) hours and an official report is obtained.

## **2.9 Aircraft Hijack Coverage** *(when this rider is part of the Policy)*

In the event the Insured Person, whilst during the Trip and on an aircraft, is a victim of a Hijack, and the Hijack lasts for a period of at least consecutive hours as stated in the Summary of Benefits, PVI Insurance will pay the Insured Person the amount under Summary of Benefits for each full consecutive hours period that the Hijack continues up to the maximum limit as specified in the Summary of Benefits.

## **PART V GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Insurance does not cover, and PVI Insurance will not in any event be liable, to pay any Benefits or indemnify the Insured Person in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

1. any payment which would violate any law, government prohibition or regulation;
2. death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, Civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by or under the order of any government or public or local authority;
3. delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
4. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
5. any Insured Person below the age of 7 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;

12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. Any treatment or surgical operation for congenital deformities and circumcision.
17. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
18. Treatment for obesity, weight reduction or weight improvement.
19. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
20. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;
21. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
22. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy wording, the definition of AIDS shall be that used by the World Health Organization in 1987, or subsequent revision by the World Health Organization of that definition. Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of PVI Insurance either the presence of any Human Immune Deficiency Virus (HIV) or Antibodies to such Virus);
23. Venereal disease.
24. any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
25. driving or riding in any kind of race involving motorized vehicles;
26. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
27. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind. The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over
28. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
29. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
30. failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;
31. any loss, injury, damage or legal liability arising directly or indirectly from engaging practicing or participating in sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;
32. Investigation which is not medically necessary, or convalescence, custodial or rest care;
33. any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is:
  - a) a terrorist;
  - b) a member of a terrorist organization;



- c) a purveyor of nuclear, chemical or biological weapons; or
  - d) a narcotics trafficker
- any loss resulting directly and indirectly (in whole or in part).
34. an Epidemic.
35. Losses which are indirect and consequential in nature.
36. This Policy wording does not cover, and PVI Insurance will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:
- Any loss or expenses with respect to Cuba or a specially designated person , entity, group or company on the Specially Designated List or which if reimbursed or paid by PVI Insurance would result in PVI Insurance being in breach of trade or economic sanctions or other such similar laws or regulations.
37. The Insured Person, participating in:
- a) Extreme Sports and Sporting Activities;
  - b) any professional competitions or sports in which the Insured Person receive remunerations, sponsorships or any forms of financial rewards;
  - c) racing, other than on foot but this does not include ultra-marathons, biathlons and triathlons;
  - d) off-piste skiing;
  - e) private white water rafting grade 4 and above;
  - f) Mountaineering or Trekking (including mounting trekking) of 3000 meters above sea level; or
  - g) scuba diving unless the Insured Person hold a PADI certification (or similar recognised qualification) or when diving with a qualified instructor. In these situations the maximum depth that this Policy wording covers is as specified under the Insured Person's PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.

## PART VI GENERAL CONDITION

### 1. Severability

The invalidity or unenforceability of any terms and conditions of this Policy wording shall not affect the validity or enforceability of any other terms and conditions of this Policy wording, which otherwise shall remain in full force and effect.

### 2. Observance of Insurance Terms and Conditions and Payment of Premium

The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to be done or complied with by the Insured Person shall be a condition precedent to any liability of PVI Insurance to make any payment under this Policy wording.

The payment of premium by the Purchaser of Insurance is a condition precedent to the liability of PVI Insurance to make any payment to the Insured Person under this Policy wording and shall be made prior to the issuance date of the Policy, unless PVI Insurance agrees otherwise in writing.

### 3. Misrepresentation in Application

The benefits shall not be payable and this Policy wording, at the option of PVI Insurance, shall be considered voidable in the event:

- a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder or which is required to be furnished as evidence of insurability; and/or

- b) in all cases of fraud.

#### **4. Alterations**

PVI Insurance reserves the right to amend the terms and provisions of this Policy wording and this Policy wording may at any time be amended and changed by written agreement between PVI Insurance and the Insured Person. Subject to the laws of Vietnam, any amendment to this Policy wording shall be binding on all persons whether insured under this Policy wording prior to, during, or after the effective date of the amendment. No alteration to the Policy shall be valid unless approved by an authorized representative of PVI Insurance and such approval be endorsed herein.

#### **5. Currency of Payment**

Subject to the laws of Vietnam, payment of any claim covered under this Policy wording despite being expressed in any currency, shall be made in Vietnam Dong at the prevailing inter-bank average exchange rate as declared by the State Bank of Vietnam of that currency against Vietnam Dong at the time of effecting payment.

#### **6. Compensation Limit**

The compensation limit is that expressed in the Summary of Benefits of this Policy wording.

Infants (From 7 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND 0.00 Premium), but cover is limited to:

- 10% of Accidental Death & Permanent Disablement benefit and;
- 100% of Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation, Repatriation Expenses and Loss of Travel Documents.
- No cover is applicable under any other section of this Policy wording.

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit, Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation and Repatriation Expenses. All other cover will be payable as per Summary of Benefits.

#### **7. Ages**

All ages referred to in this Policy wording shall be the age of the Insured Person at his/her last birthday.

#### **8. Time**

Any reference to a time or a date refers to Vietnam time.

#### **9. Country of Residence**

Coverage provided to the Insured Person is subject to either their residence in Vietnam or for non-residents, to their travel through Vietnam or to their transit through an airport located in Vietnam.

#### **10. Notice and Procedures of Claims**

- a) Upon the happening of any event which may give rise to a claim under this Policy wording, the Insured Person shall:
- (i) notify PVI Insurance in writing as soon as possible and in any event not later than thirty (30) days after any event which may give rise to such claim by submitting to PVI Insurance the claim form as provided by PVI Insurance;
  - (ii) furnish to PVI Insurance in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipts, invoices, Insured Person's statements, reports and any other documents as PVI Insurance may require and shall be in such form and of such nature as PVI Insurance may prescribe; and
  - (iii) produce for PVI Insurance's examination pertinent documents at such reasonable times and shall co-operate with PVI Insurance in all matters pertaining to any loss and/or claims.  
Failure to comply with this condition may prejudice the claim.
- b) The Insured Person shall also submit the following information and documents to PVI Insurance:

- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 2.2, 2.3, 2.4, 2.5 or 2.7 of this Policy wording, a property irregularity report obtained from Airline in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
- c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

#### **11. Proof of Loss**

Written proof of loss must be furnished to PVI Insurance at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, no later than one (1) year from the time proof is otherwise required.

#### **12. Indemnification**

Compensation for death will be paid to the beneficiary who is nominated in writing by the Insured Person prior to the termination or expiry of the Insurance Policy. In the absence of such nomination, the benefit will be paid to that Insured Person's estate.

The compensation will be paid by PVI Insurance to the Insured Person within fifteen (15) days from the date of receipt of complete and proper documents.

In the event PVI Insurance wishes to investigate a claim for compensation under this clause, the time so specified may be extended if necessary but in no event shall this total period be more than ninety (90) days after all documents proving loss have been received by PVI Insurance.

#### **13. Effect of Fraud**

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

#### **14. Medical Examination**

PVI Insurance at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

#### **15. Governing law**

This Policy wording shall be governed by and interpreted in accordance with the laws of Vietnam.

#### **16. Privacy Statement**

PVI Insurance collects the Policyholder's and the Insured Person(s)' personal data to offer, provide, manage and develop insurance products and services. For these purposes, PVI Insurance may disclose such personal data to appropriate third parties in or outside Vietnam, including service providers, other PVI Insurance companies, insurance and reinsurance intermediaries, other insurers and PVI Insurance's reinsurers. The Policyholder and the Insured Person(s) consent to PVI Insurance using and disclosing his/her personal data as set out in this clause.

#### **17. Limitation of Claims**

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy wording if presented to PVI Insurance beyond a period of one (1) year from the date of loss.

#### **18. To Whom Indemnity is Payable**

Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure to elect a nominee, to the legal beneficiary as stipulated under current applicable laws of Vietnam. Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between PVI Insurance and the Insured Person or his/her estate as the case may

be, whose sole discharge will constitute full and final discharge of the claim lodged.

#### **19. Sanctions Clause**

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy wording or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity has established an embargo or other form of economic sanction which has the effect of prohibiting PVI Insurance from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity.

#### **20. Receipts**

Any trust, charge, lien, assignment or other dealing with this Policy wording by an Insured person or beneficiary of the Insured person shall not be binding on PVI Insurance.

The receipt by the Insured Person of any compensation payable under this Policy wording shall in all cases be effectual discharge of PVI Insurance's liability.

#### **21. Rights of Nominee**

Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy wording or to a change of nominee or for that matter for any changes to this Policy wording.

#### **22. Rights of Ownership**

The policy owner is the Insured Person.

#### **23. Legal Proceedings**

No action at law shall be brought against PVI Insurance immediately three (3) years after the date that the dispute arises between the parties.

#### **24. Dissolution Clause:**

All disputes arising out of or in relation to this contract shall be settled by the competent Court of Vietnam or by Arbitration in accordance with the Code of Civil Procedure of Vietnam.

#### **25. Free Look Period**

This Policy wording and the Certificate of Insurance may be cancelled by giving PVI Insurance notice seven (7) days prior to First Departure Date as stated in the Itinerary provided no claim has been paid after the issue date of this Policy wording.

PVI Insurance will premium to the Purchaser of Insurance.

#### **26. Sole Responsibility of PVI Insurance**

Any issues, matters or claims related in whole or part to insurance provided under this Policy wording shall be the sole responsibility of PVI Insurance.

#### **27. Language Prevails**

If there is any conflict or inconsistency between any of the contents of this Policy wording and the contents of a version of this Policy wording issued or printed in any other language, the contents of the Policy issued and printed in Vietnamese shall prevail.

#### **28. Duplication of Cover**

In the event that an Insured Person is covered by more than one policy purchased from PVI Insurance through Airline, benefit will be paid by the policy which provides the greatest amount of benefit.

Where the benefit under each such policy is identical, PVI Insurance will only entertain the claim under the policy first issued.

**TRIPCARE TRAVEL INSURANCE POLICY WORDING**  
*INTERNATIONAL RETURN PLAN - Asia & Worldwide*

PVI Insurance Corporation (“PVI Insurance”)

PVI Insurance agrees to pay benefits in accordance with the Terms and Conditions, definitions, exclusions and provisions of this Policy wording provided that no insurance shall be in force unless a Certificate of Insurance is legitimately issued by PVI Insurance.

**PART I**  
**SUMMARY OF BENEFITS**

Summary of Benefits issued exclusively to passengers who purchase a return trip international flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the “Insured Persons”).

Benefit	Amount of Benefit		
	Asia	Worldwide	
<b>1. Personal Accident Benefit</b>			
Personal Accident			
– For Insured Person aged from 2 years to 75 years	Up to VND 1,680,000,000	Up to VND 1,680,000,000	
– For Insured Person aged above 75 years	Up to VND 840,000,000	Up to VND 840,000,000	
– For Insured Person aged from 7 days to under 2 years	Up to VND 168,000,000	Up to VND 168,000,000	
Personal Accident Coverage Extensions			
– Hijack, murder, assault and terrorism	Yes	Yes	
– Suffocation by smoke, poisonous fumes, gas and drowning			
– Disappearance			
<b>2. Overseas Medical Expenses</b>			
2.1	Accidental Medical Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip		
	– For Insured Person aged 2 years and above	Up to VND1,050,000,000	Up to VND1,680,000,000
	– For Insured Person aged under 2 years	VND 0	VND 0

	Follow-up treatment in Vietnam is also included – For Insured Person aged 2 years and above – For Insured Person aged under 2 years	Up to VND105,000,000  VND 0	Up to VND105,000,000  VND 0
2.2	Hospital Confinement Cash Coverage	Up to VND21,000,000 (VND1,050,000 for each 24 hours)	Up to VND21,000,000 (VND1,050,000 for each 24 hours)
2.3	Emergency Medical Assistance and Travel Assistance		
2.3.1	Emergency Medical Evacuation Coverage – For Insured Person aged 2 years and above – For Insured Person aged under 2 years	Up to VND1,050,000,000  VND 0	Up to VND1,680,000,000  VND 0
2.3.2	Repatriation of Mortal Remains Coverage – For Insured Person aged 2 years and above – For Insured Person aged under 2 years	Up to VND1,050,000,000  VND 0	Up to VND1,680,000,000  VND 0
2.3.3	Compassionate Visits Coverage	Up to VND63,000,000	Up to VND63,000,000
2.4	Return of Children	Up to VND63,000,000	Up to VND63,000,000
2.5	24-Hours Worldwide Medical and Travel Assistance Services	Included	Included
<b>3. Travel Inconvenience Benefits</b>			
For Insured Person aged 2 years and above, except for Benefit 3.6 that is applied to Insured Person aged 7 days and above.			
3.1	3.1.1 Trip Cancellation 3.1.2 Trip Curtailment	Up to VND105,000,000	Up to VND105,000,000
3.2	Accompanying Baggage and Personal Effects – Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20,000,000 (Limit for any one Item: VND3,000,000)	Up to VND 20,000,000 (Limit for any one Item: VND3,000,000)
3.3	Airline Flight Delay – Payment for every 8 hour period of delay from the original departure Scheduled Flight	Up to VND 10,500,000 (VND 2,100,000 per 8 hour delay period)	Up to VND 10,500,000 (VND 2,100,000 per 8 hour delay period)
3.4	Missed Connecting Flight	Up to VND 10,500,000 (VND2,100,000 per 8 hours)	Up to VND 10,500,000 (VND2,100,000 per 8 hours)
3.5	Baggage Delay – Payment for every 8 hour	Up to VND 10,500,000	Up to VND 10,500,000

	period of baggage delay at the scheduled Destination	(VND 2,100,000 per 8 hours delay period)	(VND 2,100,000 per 8 hours delay period)
3.6	Loss of Travel Document	Up to VND 5,000,000	Up to VND 5,000,000
3.7	Aircraft Hijack Coverage – Payment for every 8 hour period of Hijack	Up to VND 4,200,000 (VND 2,100,000 per 8 hours period of Hijack)	Up to VND 4,200,000 (VND 2,100,000 per 8 hours period of Hijack)
3.8	Personal Liability Coverage (legal liability and legal cost)	Up to VND630,000,000	Up to VND630,000,000
<b>4. Other special benefits</b>			
	Automatic Extension of the Period of insurance without charge for up to 10 days	Yes	Yes

## PART II DEFINITIONS

**Accident:** means to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured Person.

**Accidental Death:** means death of the Insured Person caused directly and solely from an Accident.

**Airlines:** means an airline incorporated and operating under Vietnamese laws.

**Air Ticket** (also known as seats purchased under Airline’s e-ticketing system): means any air ticket(s) arranged for a particular journey of the Insured Person issued by Airline. Such journeys originate from Vietnam.

**Acquired Immune Deficiency Syndrome or AIDS:** shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Washing Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.

“Opportunistic Infection” shall include but not be limited to Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus and/or Disseminated Fungi infection.

“Malignant Neoplasm” shall include but not be limited to Kaposi’s Sarcoma, Central Nervous System Lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disablement, in the presence of Acquired Immune Deficiency Syndrome.

**Bodily Injury:** means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.

**Certificate of Insurance:** means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of TripCARE Travel Insurance – Asia/ Worldwide Return Plan.

**Children:** means a person(s) aged from 7 days to under 14 years who is accompanied by an legal authorized adult Insured Person or person(s) aged 2 years and above using Unaccompanied Minor Service provided by Airlines and/or accompany by an legal authorized adult Insured

Person ( Children age depends on the provision of Airlines)

**PVI Assistance:** PVI Assistance is a organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.

**Civil War:** means armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups.

This definition includes armed rebellion, revolution, sedition, insurrection, coup d'état, and the consequences of martial law.

**Confinement:** refer to confinement for a continuous uninterrupted period in a Hospital as a Resident In-Patient upon the advice of and under the regular care and attendance of a Physician.

**Destination:** means the place where the Insured Person's Scheduled Flight is destined to depart to.

**Epidemic:** means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region.

**Extreme Sports and Sporting Activities:** means any sports or sporting activities that presents a high level of inherent danger (i.e. Involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing, canoeing down rapids, cliff jumping, horse jumping, ultra marathons, biathlons, triathlons and stunt riding. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

**First Departure Date:** means the first date of departure shown on an Insured Person's Air Ticket.

**Hospital:** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

**Hijack:** refers to any seizure or exercise of control by force or violence or threat of force or violence, and with wrongful intent, of an aircraft.

**Immediate Family Member:** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren..

**Insured Person:** means the passenger(s) to whom an Air Ticket has been purchased and who have been issued with the Certificate of Insurance for that Scheduled Flight(s)

**Itinerary:** means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".

**Limb:** means the entire limb between the shoulder and the wrist and includes the whole hand, or between the hip and the ankle and includes the whole foot.

**Loss of Sight:** refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

**Mountaineering or Trekking:** means the ascent or descent of a mountain ordinarily



necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Overseas:** refers to anywhere outside Vietnam.

**Permanent Total Disablement:** refers to disability that results directly and solely from Bodily Injury and which is independent of all other causes, occurring within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months to the extent of being unable to perform the normal duty in the Insured Person's regular occupation or any other occupation totally and permanently.

**Physician:** means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed.

Physician shall exclude:

- a) chiropractors and physiotherapists;
- b) an Insured Person;
- c) the Insured Person's spouse;
- d) a person booked to accompany the Insured Person on the Flight; or
- e) an Immediate Family Member of the Insured Person.

**Pre-Existing Condition:** refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 12-month period preceding commencement of the Trip:

- a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
- b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or
- c) required the taking of prescribed drugs or medicine.

**Purchaser of Insurance:** means the person named in the payment details section of the Itinerary who paid the travel insurance premium for the Insured Person(s) named in the Certificate of Insurance.

**Reasonable and Customary Charges:** means expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition.

Such expenses shall not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and should not include charges that would not have been charged if no insurance was procured.

**Resident In-patient:** refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy wording and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

**Scheduled Departure Date:** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.

**Scheduled Flight:** means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as

issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.

Scheduled Flights shall comply with the ABC World Airways Guide. In addition, departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary.

**Serious Illness:** whenever applied to the Insured Person or Immediate Family Member, means Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Trip.

**Sickness/Illness:** means any noticeable change in the physical health of an Insured Person during the Trip that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Policy wording.

**Specially Designated List:** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America , United Nations, European Union or United Kingdom.

**Summary of Benefits:** means the summary of benefits listed in this Policy wording

**Trip:** means the trip made by the Insured Person from Vietnam between the Start Date and End Date as stated in their Certificate of Insurance.

**Unforeseen Circumstances:** refers to adverse weather conditions, natural calamity, mechanical breakdown or derangement of the aircraft, the Insured Person is denied boarding due to over-booking of the Scheduled Flight, Sickness or Injury sustained by the Insured Person.

### PART III PERIOD OF INSURANCE

#### 1. Commencement of Cover

- a) Except for Flight Cancellation benefit, the cover commences upon check-in on the First Departure Date for a Scheduled Flight which will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the Scheduled Flight.
- b) The cover for Flight Cancellation benefit commences on the date of issuance of Policy or the date falling sixty (60) days prior to the Schedule Departure Date whichever is the later.

#### 2. Expiry of Cover

Except for Flight Cancellation benefit, the cover ends

- a) once the Insured Person has left the airport premises at the return Destination in Vietnam or upon expiry of 30 days from the First Departure Date, whichever comes first; or
- b) when the Insured Person checks-in at the immigration for travel outside the Destination, other than return to Vietnam;

whichever comes first.

The cover for Flight Cancellation benefit terminates on the First Departure Date

**Other Limitations:**

- a) Ground cover for the Trip is limited to that within the legal boundaries of the country of arrival where the Destination belongs to only. Ground cover under this Policy wording is excluded beyond the geographical boundary of the country of arrival.
- b) If the Insured Person departs on any Scheduled Flight to travel outside the country of arrival, this insurance cover will be suspended upon the Insured Person's check-in for that out-bound flight. Subject to the Period of Insurance, cover will resume upon the Insured Person's check-out at immigration upon returning to the original country of arrival.
- c) If the Insured Person departs on any other modes of transportation other than the Scheduled Flight to travel outside the country of arrival, this insurance cover will be suspended upon the Insured Person's check-out from the immigration of the country of arrival. Subject to the Period of Insurance, cover will resume upon the Insured Person's check-in to the immigration of the country of arrival.
- d) Child(ren) must be accompanied by at least one (01) insured adult under that Policy wording for any Trip made during the Period of Insurance.
- e) Travel Inconvenience Benefits coverage during the period of ground cover in the course of the Trip is limited only to Scheduled Flight in the country of arrival.

**PART IV  
BENEFITS**

**1. Personal Accident Benefits**

In the event of an Accident occurring during the Flight, if the Insured Person suffers Bodily Injury which results in his death or disablement, PVI Insurance will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:

<b>Table of Compensation</b>		
	<b>Events</b>	<b>Percentage of Amount of Benefit</b>
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Total and irrecoverable Loss of Sight of an eye or both eyes	100%
4.	Permanent loss of use of one or more Limbs	100%
5.	Total and irrecoverable Loss of Sight of one eye and loss of use of one Limb	100%

Provided that:

- a) such Accidental Death or disablement occurs within one hundred and eighty (180) calendar days immediately following the date of the Accident causing such Accidental Death or disablement;
- b) the maximum compensation for which PVI Insurance shall be liable in respect of one Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

**Personal Accident Coverage Extensions:**

For the avoidance of doubt, the Personal Accident Coverage of the Policy shall cover, subject to

the terms and conditions of the Policy to the following:

- a) Hijack, murder, assault and terrorism :  
Death or Injury which was the result of Hijack, murder, assault, and terrorism provided that such event did not arise as a result of or in connection with an Insured Person's collaboration or provocation or such act and Death or Injury as a consequence of such act could not reasonably have been avoided by such Insured Person
- b) Suffocation by smoke, poisonous fumes, gas and drowning:  
Death or Injury which was the result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such event did not arise as a result of an Insured Person's willful and intentional act and Death and Injury as a consequence of such event could not reasonably have been avoided by such Insured Person.
- c) Exposure and Disappearance Extension  
When, by reason of an Accident covered by this Policy wording, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers Accidental Death or disablement for which a benefit is otherwise payable hereunder, such Accidental Death or disablement shall be covered under this Policy wording.  
If the body of the Insured Person has not been found within one (1) year of disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was traveling at the time of the Accident, it will be presumed that the Insured Person suffered Accidental Death resulting from Bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking, and PVI Insurance shall forthwith pay the benefit under this Policy wording provided the person or persons to whom such benefit is paid shall sign an undertaking to refund such sum to PVI Insurance if the Insured Person is subsequently found to be living.

## **2. Overseas Medical Expenses**

For Insured Person aged from a minimum of six (6) weeks up to a maximum age of eighty five (85) years

### **2.1 Medical Expenses Coverage**

When this rider is part of the Policy, the Company shall reimburse the Insured Person the Medically Necessary Expenses as defined, incurred up to the benefit amount stated in the Summary of Benefits while Overseas for Injury or Sickness suffered by the Insured Person in the course of a Trip solely and independently of any other causes while abroad.

This insurance also covers against the Medically Necessary Expenses up to the benefit amount stated in the Summary of Benefits incurred in Vietnam up to thirty (30) days upon return from the Trip provided that the Insured Person is confined to a Hospital directly as a result of an Injury or Sickness (as defined) suffered Overseas. Admission to the Hospital must be within 12 hours after arrival into the territorial boundaries of Vietnam and must be a continuation of medical attention sought while Overseas.

This Medically Necessary Expenses Coverage does not cover:

- a) Charges in respect of special or private nursing.
- b) Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore.
- c) Dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury

- d) Chiropractic and acupuncture.
- e) Organ transplantation;
- f) Any paid expenses covered under Emergency Medical Evacuation and Compassionate Visits Coverage and Repatriation of Mortal Remains Coverage (if any).

## **2.2 Hospital Confinement Cash Coverage** *(when this rider is part of the Policy)*

PVI Insurance will pay the Insured Person the treatment basic daily benefit amount as specified in Policy Schedule subject always to the maximum benefit amount as specified therein if the Insured Person is necessarily confined in an Overseas Hospital as a Resident In-Patient as a result of Injury or Sickness that occurred abroad in the course of a Trip.

The daily Hospital Confinement cash benefit amount shall be paid for each complete day (24-hour) of Confinement from the first day of Confinement and all such Confinements consequent upon Injury or Sickness resulting from any one Accident or series of Accidents occurring in connection with or arising out of one event, or Sickness and provided that:

- a) Confinement must be occurred within thirty (30) days of the Accident causing the relevant Injury; and
- b) Confinement must be considered medically necessary by a Physician in his professional capacity.

## **2.3 Emergency Medical Assistance and Travel Assistance**

### **2.3.1. Emergency Medical Evacuation Coverage** *(when this rider is part of the Policy)*

When as the result of Injury or Sickness covered by this Policy commencing while the Insured Person is in the course of a Trip traveling Overseas and if in the opinion of PVI Assistance, it is judged medically appropriate to move an Insured Person to another location for medical treatment, or to return the Insured Person to Vietnam, PVI Assistance shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. The Company shall pay directly to PVI Assistance, the reasonable expenses for such evacuation up to the benefit amount as specified in the Summary of Benefits.

The means of evacuation arranged by PVI Assistance may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by PVI Assistance and will be based solely upon medical necessity.

This Emergency Medical Evacuation Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the Trip;
- b) Any expenses for a service not approved and arranged by PVI Assistance, except that the Company reserves the right to waive this exclusion in the event the Insured Person or his/her traveling companions cannot for reasons beyond their control notify PVI Assistance, during an emergency medical situation. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for services which PVI Assistance would have provided under the same circumstances and up to the limits specified in the Summary of Benefits.

### **2.3.2. Repatriation of Mortal Remains Coverage** *(when this rider is part of the Policy)*

When as the result of Injury or Sickness covered under Personal Accident and Medical Expenses coverage of this Policy wording occurring during the trip, the Insured Person dies within thirty (30) days from the date of the Injury or commencement of Sickness, PVI Assistance, or its

authorized representative, shall make the necessary arrangements for the return of the Insured Person's mortal remains to Vietnam/ Home Country. PVI Insurance shall pay directly to PVI Assistance, or its authorized representative, reasonable expenses for such repatriation up to the benefit amount as specified in the Summary of Benefits.

In addition to the transportation of the remains, PVI Insurance shall reimburse to the Insured Person's estate expenses actually incurred for services and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected.

This Repatriation of Mortal Remains Coverage does not cover:

- a) Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the Trip;
- b) Any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the PVI Assistance, or its authorized representative.

### **2.3.3. Compassionate Visits Coverage** *(when this rider is part of the Policy)*

In the event the Insured Person is confined in a Hospital Overseas for more than five (5) days, as a result of Injury or Sickness sustained while on a Trip, and his/her medical condition forbids evacuation and no adult traveling companion or Family Member is with him/her, the Company shall pay directly to PVI Assistance the reasonable additional amount in relation to the transportation and accommodation expenses necessarily incurred by such one (1) adult Family Member of the Insured Person, up to the benefit amount as specified in the Policy Schedule, to visit and stay with the Insured Person until he/she can return to Vietnam.

This Compassionate Visits Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a Trip.
- b) Any expenses for a service not approved and arranged by PVI Assistance, except that the Company reserves the right to waive this exclusion in the event the Insured Person or his/her traveling companions cannot for reasons beyond their control notify PVI Assistance during an emergency medical situation. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for services which PVI Assistance would have provided under the same circumstances and up to the limits indicated under the selected plan.

### **2.4 Return of Children** *(when this rider is part of the Policy)*

If the Insured Person's insured Child(ren) (age below 14) are left unattended Overseas as a result of Bodily Injury hospitalization, sickness or death of the Insured Person, PVI Insurance will pay reasonable additional accommodation and economical class of traveling expenses for them to return to the Vietnam up to the benefit amount specified in the Summary of Benefits.

## **3. Travel Inconvenience Benefits**

In addition to the benefits provided under the above Section 1 and Section 2, the Insured Person will be covered for Travel Inconveniences of the events specified below:

### **3.1 Trip Cancellation & Trip Curtailment (when this rider is part of the Policy)**

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for:

- a) Trip Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket and/or accommodation expenses or deposits if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight on the First

Scheduled Departure Date;

Or

- b) PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Trip Curtailment in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket and/or accommodation expenses or deposits if during the scheduled Trip the Insured Person has to curtail his Trip to return directly to Vietnam

due to the occurrence of any of the following events:

- (i) events in connection with an Insured Person's Immediate Family Member suffering from:
  - death; or
  - hospitalization, which requires the presence of the Insured Person, which was not anticipated at the purchase date of the Air Tickets; or
- (ii) events in connection with:
  - hospitalization of the Insured Person due to Serious Illnesses or Bodily Injury not anticipated at the purchase date of the Air Ticket;
  - serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date;
  - serious damage to the Insured Person's principal residence due to fire, flood, tornado, earthquake, hurricane or similar natural disaster requiring his/her presence on the premises on the First Departure Date; or
  - the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

### **Special Exclusions applicable to Section 3.1 – Trip Cancellation & Trip Curtailment**

PVI Insurance shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:

- a) criminal acts committed by the Insured Person;
- b) war, riot, popular movements, terrorist acts;
- c) any pre-existing medical conditions;
- d) any effect of a source of radioactivity;
- e) pollution;
- f) Epidemics;
- g) natural catastrophes including, without limitation, volcanic eruptions; or
- h) climatic events including, without limitation, snow and/or wind.

PVI Insurance shall not be liable for any loss which is compensated by Airline.

### **3.2 Accompanying Baggage and Personal Effects** *(when this rider is part of the Policy)*

PVI Insurance will indemnify the Insured Person subject to a per item limit, for up to the maximum limit as specified for Accompanying Baggage and Personal Effects in the Summary of Benefits in consequence of:

- a) a theft or damage due to theft or any attempted theft; and/or
- b) loss or damage to the Insured Person's baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried;

whilst the Insured Person on the Trip

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:

- a) the original cash value of the items less depreciation; or
- b) the cost of replacement of a similar make and model; or
- c) the cost of repair of the items,

as determined by PVI Insurance in its sole discretion.

The loss must be reported to the police or the relevant authorities at the place of the loss within 24 hours of the incident. Any claim must be accompanied by written documentation from such authorities.

Where any item consists of articles in a pair or set, PVI Insurance shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as a part of such pair or set. PVI Insurance may at its option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered Accompanying Baggage and Personal Effects before and after the loss.

The following items and equipment are only covered against theft if such items or equipment are physically carried by the Insured Person as "carry on luggage" for the Scheduled Flight:

- a) watches
- b) jewelry articles consisting in whole or in part of silver, gold, or platinum objects and/or made with precious materials, precious stones, pearls;
- c) articles trimmed with or made mostly of fur; and
- d) portable photographic, cinematographic, laptop or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to Section 3.2 – Accompanying Baggage and Personal Effects**

- a) This insurance does not cover:
  - (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or, furniture; perishables and consumables; or
  - (xi) sporting equipment including, without limitation, ski sets, bicycles, sailboards, golf



clubs and tennis rackets, except whilst checked in as baggage.

- b) PVI Insurance shall not be liable for any loss or damage resulting from:
- (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority
  - (iii) criminal acts; or
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.

PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy wording, be insured by any other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the policies had this Policy wording not been effected.

### **3.3 Airline Flight Delay** *(when this rider is part of the Policy)*

In the event the Insured Person's Scheduled Flight is delayed for at least specific number of consecutive hours as stated in the Summary of Benefits from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of Airline, PVI Insurance will pay the Insured Person the amount for every specific number of consecutive hours of delay as stated in the Summary of Benefits., up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by Airline. A letter from Airline or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

### **Special Exclusions applicable to Section 3.3 – Airline Flight Delay**

PVI Insurance shall not be liable for any loss resulting from:

- a) the failure of the Insured Person to check in according to the itinerary supplied to him/her
- b) strike or industrial action of companies/carriers other than from the Airline and already in existence on the date the Scheduled Flight is arranged;
- c) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action);
- d) arising cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure; or
- e) the Insured Person failing to obtain written confirmation from Airline or its handling agents of the number of hours delayed and the reason for such delay.

### **3.4 Missed Connecting Flight** *(when this rider is part of the Policy)*

In the event the Insured Person misses his/her confirmed onward connecting Scheduled Flight whilst in the course of a Trip Overseas at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Insured Person within specific number of consecutive hours as stated in the Summary of Benefits after the actual arrival time of his/her incoming flight, PVI Insurance will pay the Insured Person the benefit as stated in the Summary of

Benefits for each specific number of consecutive hours of delay as stated in the Summary of Benefits for up to the sum-insured of this benefit amount as specified in the Summary of Benefits.

PVI Insurance will only be liable to pay either Airline Flight Delay Coverage of Section 3.3 or Missed Connecting Flight Coverage of Section 3.4 for the same event.

### **3.5 Baggage Delay (when this rider is part of the Policy)**

In the event the check-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier after specific number of consecutive hours as stated in the Summary of Benefits of the Insured Person's arrival at the airport of the scheduled Destination, PVI Insurance will pay the Insured Person amount for every above mentioned number of consecutive hours of delay, up to the maximum limit as specified in the Summary of Benefits.

**Provided always that:** The Insured Person cannot claim under both Section 3.2 Accompany Baggage and Personal Effects and Section 3.5 Baggage Delay (if any) for the same event.

### **3.6 Loss of Travel Document (when this rider is part of the Policy)**

In the event the Insured Person whilst during the Trip suffers or experience a loss of travel documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence, PVI Insurance shall pay up to the specified amount under Summary of Benefits to compensate for

- a) the replacement cost of the travel documents lost or stolen;
- b) the reasonable additional cost of travel expenses and/or accommodation necessarily incurred by an Insured Person for the sole purpose of arranging the replacement travel documents referred to in a).

Provided that:

- a) Items covered above must be in the Insured Person's care, custody or control when such loss occurs during a Trip.
- b) Any loss reported to the police within twenty-four (24) hours and an official report is obtained.

### **3.7 Aircraft Hijack Coverage (when this rider is part of the Policy)**

In the event the Insured Person, whilst during the Trip and on an aircraft, is a victim of a Hijack, and the Hijack lasts for a period of at least specific number of consecutive hours as stated in the Summary of Benefits, PVI Insurance will pay the Insured Person for each full above mentioned consecutive hours period that the Hijack continues up to the maximum limit as specified in the Summary of Benefits.

### **3.8 Personal Liability Coverage**

When this rider is part of the Policy, PVI Insurance shall indemnify the Insured Person against legal liability to a third party up to a limit of amount as stated in the Policy Schedule, including legal cost and expenses incurred by the Insured Person for such legal liability and approved in writing by PVI Insurance, arising in the course of a Trip as a result of:

- a) Death or an Accident or Injury to any person.
- b) Accidental loss of or damage to property of that person.

PVI Insurance shall not pay any claim made in respect to or arising from:-

- a) Injury to and Property Damage to any Insured Person's relatives or any employee of the Insured Person in the course of employment;

- b) Property owned by the Insured Person or property in care, custody or control by the Insured Person;
- c) Damage relating to any liability assumed under contract;
- d) Damage relating to the willful, malicious or unlawful act or omission on the part of the Insured Person;
- e) The ownership, possession or use of any vehicles, aircraft, watercraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the above;
- f) Past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional activities;
- g) Any criminal proceedings whether actually convicted or not;
- h) The transmission of communicable disease by an Insured Person;
- i) The possession or use of any controlled substances/drugs unless prescribed by a licensed Physician;
- j) Sexual molestation, corporal punishment or physical or mental abuse;
- k) Pollution, which includes the alleged or potential introduction of substances which makes the environment impure or harmful.
- l) Loss or damage to property insured while the Insured Person is mental and nervous disorders, including but not limited to insanity.

## PART V GENERAL EXCLUSIONS

### **Exclusions applicable to Section 1 Personal Accident Benefit & Section 3 Travel Inconvenience Benefits**

This Insurance does not cover, and PVI Insurance will not in any event be liable, to pay any Benefits or indemnify the Insured Person in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

1. any payment which would violate any law, government prohibition or regulation;
2. death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, Civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by or under the order of any government or public or local authority;
3. delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
4. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
5. any Insured Person below the age of 7 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;

7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. Any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. Any treatment or surgical operation for congenital deformities and circumcision.
17. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
18. Treatment for obesity, weight reduction or weight improvement.
19. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
20. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;
21. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
22. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy wording, the definition of AIDS shall be that used by the World Health Organization in 1987, or subsequent revision by the World Health Organization of that definition. Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of PVI Insurance either the presence of any Human Immune Deficiency Virus (HIV) or Antibodies to such Virus);
23. Venereal disease.
24. any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
25. driving or riding in any kind of race involving motorized vehicles;

26. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
27. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind. The term "under the influence of alcohol" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.
28. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
29. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
30. failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;
31. any loss, injury, damage or legal liability arising directly or indirectly from engaging practicing or participating in sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;
32. Investigation which is not medically necessary, or convalescence, custodial or rest care;
33. any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is:
  - a) a terrorist;
  - b) a member of a terrorist organization;
  - c) a purveyor of nuclear, chemical or biological weapons; or
  - d) a narcotics trafficker.any loss resulting directly and indirectly (in whole or in part).
34. an Epidemic.
35. Losses which are indirect and consequential in nature.
36. This Policy wording does not cover, and PVI Insurance will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

Any loss or expenses with respect to Cuba or a specially designated person , entity, group or company on the Specially Designated List or which if reimbursed or paid by PVI Insurance would result in PVI Insurance being in breach of trade or economic sanctions or other such similar laws or regulations.
37. The Insured Person, participating in:
  - a) Extreme Sports and Sporting Activities;
  - b) any professional competitions or sports in which the Insured Person receive remunerations, sponsorships or any forms of financial rewards;
  - c) racing, other than on foot but this does not include ultra-marathons, biathlons and triathlons;
  - d) off-piste skiing;
  - e) private white water rafting grade 4 and above;
  - f) Mountaineering or Trekking (including mounting trekking) of 3000 meters above sea level; or
  - g) scuba diving unless the Insured Person hold a PADI certification (or similar recognised qualification) or when diving with a qualified instructor. In these

situations the maximum depth that this Policy wording covers is as specified under the Insured Person's PADI certification (or similar recognised qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.

### **Exclusions applicable to Section 2. Overseas Medical Expenses**

This Insurance does not cover, and PVI Insurance will not in any event be liable, to pay any Benefits or indemnify the Insured Person in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

1. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the Government, riot, strike.
2. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion.
3. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
4. Any prohibitions or regulations by any Government.
5. Any breach of Government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
6. The Insured Person not taking all reasonable efforts to avoid any injury or minimize any claim under this Policy.
7. Riding or driving in any kind of race, professional sport (meaning the Insured Person would or could earn income or remuneration from engaging in it) and air travel (other than as a passenger in any properly licensed private and/or commercial aircraft), equipped mountaineering (unless with additional premium and with the Company's approval).
8. Any loss or treatment related/caused by pregnancy, pregnancy complications including all forms of delivery, miscarriage and abortion.
9. Suicide or attempted suicide or intentional self injury.
10. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
11. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.

The term "**under the influence of alcohol**" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.

12. Any pre-existing conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.
13. AIDS or any Injury or Sickness commencing in the presence of a **sero-positive test for HIV**, and HIV-related disease.
14. Mental and nervous disorders, including but not limited to insanity.
15. The Insured Person engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.
16. Venereal disease.
17. Any treatment or surgical operation for congenital deformities and circumcision.

18. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
19. Birth control or treatments pertaining to infertility.
20. Treatment for obesity, weight reduction or weight improvement.
21. Treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a covered Injury or Sickness.
22. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
23. Losses which are indirect and consequential in nature.
24. Any loss or liability arising as a result of traveling to or passing by Cuba. This list of country is non-exhaustive and will be updated from time to time by the Company.

## PART VI GENERAL CONDITION

### **Applicable to Section 1 Personal Accident Benefit & Section 3 Travel Inconvenience Benefits**

#### **1. Severability**

The invalidity or unenforceability of any terms and conditions of this Policy wording shall not affect the validity or enforceability of any other terms and conditions of this Policy wording, which otherwise shall remain in full force and effect.

#### **2. Observance of Insurance Terms and Conditions and Payment of Premium**

The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to be done or complied with by the Insured Person shall be a condition precedent to any liability of PVI Insurance to make any payment under this Policy wording.

The payment of premium by the Purchaser of Insurance is a condition precedent to the liability of PVI Insurance to make any payment to the Insured Person under this Policy wording and shall be made prior to the issuance date of the Policy, unless PVI Insurance agrees otherwise in writing.

#### **3. Misrepresentation in Application**

The benefits shall not be payable and this Policy wording, at the option of PVI Insurance, shall be considered voidable in the event:

- a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder or which is required to be furnished as evidence of insurability; and/or
- b) in all cases of fraud.

#### **4. Alterations**

PVI Insurance reserves the right to amend the terms and provisions of this Policy wording and this Policy wording may at any time be amended and changed by written agreement between PVI Insurance and the Insured Person. Subject to the laws of Vietnam, any amendment to this Policy wording shall be binding on all persons whether insured under this Policy wording prior to, during, or after the effective date of the amendment. No alteration to the Policy shall be valid unless approved by an authorized representative of PVI Insurance and such approval be endorsed herein.

## **5. Currency of Payment**

Subject to the laws of Vietnam, payment of any claim covered under this Policy wording despite being expressed in any currency, shall be made in Vietnam Dong at the prevailing inter-bank average exchange rate as declared by the State Bank of Vietnam of that currency against Vietnam Dong at the time of effecting payment.

## **6. Compensation Limit**

The compensation limit is that expressed in the Summary of Benefits of this Policy wording.

Infants (From 7 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

- 10% of Accidental Death & Permanent Disablement benefit and;
- 100% of Loss of Travel Documents.
- No cover is applicable under any other section.

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit. All other cover will be payable as per Summary of Benefits.

## **7. Ages**

All ages referred to in this Policy wording shall be the age of the Insured Person at his/her last birthday.

## **8. Time**

Any reference to a time or a date refers to Vietnam time.

## **9. Country of Residence**

Coverage provided to the Insured Person is subject to either their residence in Vietnam or for non-residents, to their travel through Vietnam or to their transit through an airport located in Vietnam.

## **10. Notice and Procedures of Claims**

- a) Upon the happening of any event which may give rise to a claim under this Policy wording, the Insured Person shall:
  - (i) notify PVI Insurance in writing as soon as possible and in any event not later than thirty (30 days) after any event which may give rise to such claim by submitting to PVI Insurance the claim form as provided by PVI Insurance;
  - (ii) furnish to PVI Insurance in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipts, invoices, Insured Person's statements, reports and any other documents as PVI Insurance may require and shall be in such form and of such nature as PVI Insurance may prescribe; and
  - (iii) produce for PVI Insurance's examination pertinent documents at such reasonable times and shall co-operate with PVI Insurance in all matters pertaining to any loss and/or claims.

Failure to comply with this condition may prejudice the claim.

- b) The Insured Person shall also submit the following information and documents to PVI Insurance:



- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 3.2, 3.3, 3.4, 3.5 or 3.6 of this Policy wording, a property irregularity report obtained from Airline in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
- c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

## **11. Proof of Loss**

Written proof of loss must be furnished to PVI Insurance at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, no later than one (1) year from the time proof is otherwise required.

## **12. Indemnification**

Compensation for death will be paid to the beneficiary who is nominated in writing by the Insured Person prior to the termination or expiry of the Insurance Policy. In the absence of such nomination, the benefit will be paid to that Insured Person's estate.

The compensation will be paid by PVI Insurance to the Insured Person within fifteen (15) days from the date of receipt of complete and proper documents.

In the event PVI Insurance wishes to investigate a claim for compensation under this clause, the time so specified may be extended if necessary but in no event shall this total period be more than ninety (90) days after all documents proving loss have been received by PVI Insurance.

## **13. Effect of Fraud**

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

## **14. Medical Examination**

PVI Insurance at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

## **15. Governing law**

This Policy wording shall be governed by and interpreted in accordance with the laws of Vietnam.

## **16. Privacy Statement**

PVI Insurance collects the Policyholder's and the Insured Person(s)' personal data to offer, provide, manage and develop insurance products and services. For these purposes, PVI Insurance may disclose such personal data to appropriate third parties in or outside Vietnam, including service providers, other PVI Insurance companies, insurance and reinsurance intermediaries, other insurers and PVI Insurance's reinsurers. The Policyholder and the Insured Person(s) consent to PVI Insurance using and disclosing his/her personal data as set out in this clause.

## **17. Limitation of Claims**

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy wording if presented to PVI Insurance beyond a period of one (1) year from the date of loss.

## **18. To Whom Indemnity is Payable**

Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure to elect a nominee, to the legal beneficiary as stipulated under current applicable laws of Vietnam. Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between PVI Insurance and the Insured Person or his/her estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

## **19. Sanctions Clause**

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy wording or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity has established an embargo or other form of economic sanction which has the effect of prohibiting PVI Insurance from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this Policy wording and/or PVI Insurance, its parent company or its ultimate controlling entity.

## **20. Receipts**

Any trust, charge, lien, assignment or other dealing with this Policy wording by an Insured person or beneficiary of the Insured person shall not be binding on PVI Insurance.

The receipt by the Insured Person of any compensation payable under this Policy wording shall in all cases be effectual discharge of PVI Insurance's liability.

## **21. Rights of Nominee**

Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy wording or to a change of nominee or for that matter for any changes to this Policy wording.

## **22. Rights of Ownership**

The policy owner is the Insured Person.

## **23. Legal Proceedings**

No action at law shall be brought against PVI Insurance immediately three (3) years after the date that the dispute arises between the parties.

## **24. Dissolution Clause:**

All disputes arising out of or in relation to this contract shall be settled by the competent Court of Vietnam or by Arbitration in accordance with the Code of Civil Procedure of Vietnam.

## **25. Free Look Period**

This Policy wording and the Certificate of Insurance may be cancelled by giving PVI Insurance

notice seven (7) days prior to First Departure Date as stated in the Itinerary provided no claim has been paid after the issue date of this Policy wording.

PVI Insurance will refund the premium to the Purchaser of Insurance.

## **26. Sole Responsibility of PVI Insurance**

Any issues, matters or claims related in whole or part to insurance provided under this Policy wording shall be the sole responsibility of PVI Insurance.

## **27. Language Prevails**

If there is any conflict or inconsistency between any of the contents of this Policy wording and the contents of a version of this Policy wording issued or printed in any other language, the contents of the Policy issued and printed in Vietnamese shall prevail.

## **28. Extension of insurance coverage up to maximum 3 days (only for the return flight)**

The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Airline. PVI Insurance, will honor valid claims in such a scenario.

## **29. Duplication of Cover**

In the event that an Insured Person is covered by more than one policy purchased from PVI Insurance through Airline, benefit will be paid by the policy which provides the greatest amount of benefit.

Where the benefit under each such policy is identical, PVI Insurance will only entertain the claim under the policy first issued.

## **30. Automatic Extension Coverage**

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to ten (10) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy wording.

## **Applicable to Section 2. Overseas Medical Expenses**

### **1. Eligibility**

f) The age limit for Insured Person(s) under this Policy is from a minimum of six (6) weeks up to a maximum age of eighty-five (85) years. All children under the age of seven (7) years must be accompanied by an adult who is also insured under the same Policy. No benefit will be provided once the Insured Person reaches the age of eighty-six (86).

### **2. Automatic Extension Coverage**

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, the Company will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to ten (10) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

### **3. Precedent condition and consideration**

The Company shall not be liable to compensate the Insured Person(s) or any party under this Policy unless the Insured Person(s) has complied with the insurance contract and the conditions of this Policy.

This Policy is issued in reliance of the statements contained in the application form and in consideration of the Policyholder's agreement to pay in such method premiums charged to which plans in the Policy.

#### **4. Complying with Policy conditions**

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Policyholder and/or the Insured Person(s) and/or claimant and the truth of the statements and answers in any proposal and/or application and of evidence required from the Policyholder/ the Insured Person(s) in connection with this Policy shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The Insured Person must not make any offer or promise payment or admit his/her fault to any other party or become involved in any litigation without the Company's written approval.

#### **5. Disclosure Obligations**

The Policyholder and the Insured Person(s) must disclose to the Company every fact or matter that the s/he knows, or could reasonably be expected to know, is relevant to the Company's decision whether to provide insurance and, if so, on what terms. The Policyholder/Insured Person(s) must clearly disclose all such facts and matters to the Company before entering into the Policy, before renewing, extending or varying the Policy and at all times when the Policy remains in force. This duty is in addition to the Policyholder/Insured Person(s)' duty to answer the questions set out in the application form fully and accurately. The disclosure made to the Company must be complete, accurate and not misleading.

In issuing the Policy, the Company has relied on the disclosure made by the Policyholder/Insured Person(s) and the declarations and statements in the application form. The disclosure made by the Policyholder/Insured Person(s) and the declarations and statements in the application form are the basis of the decision to issue the Policy and are incorporated in and form part of the Policy.

#### **6. Medical Examination**

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

#### **7. Benefit Limits**

All limits are applied for each Trip.

The benefit limit is that specified in the Summary of Benefits of this Policy wording.

Infants (From 7 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

- 100% of Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation and Repatriation Expenses.
- No cover is applicable under any other section.

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Medical Expenses incurred during the covered trip, Emergency Medical Evacuation and Repatriation Expenses. All other cover will be payable as per Summary of Benefits.

#### **8. Right of Recovery**

In the event authorization of payment and/or payment is made by the Company or PVI Assistance for a medical claim whereby policy liability is not engaged, the Company or PVI Assistance reserves the right to recover against the Insured Person for the full sum which the Company or PVI Assistance is liable to the medical institution which the Insured Person was admitted to.

#### **9. Duplication of Insurance:**

In case the Insured Person is covered under more than one such Policy from the Company for the same Trip, the Company will pay the Insured Person under the Policy with highest limit.

#### **10. Premium**

Premium rate and premium payment are specified in the Policy Schedule of this Policy.

The payment of premium is a condition precedent to the liability of the Company to make any payment under this Policy and shall be made prior to the issuance date of the Policy, unless the Company agrees otherwise in writing.

#### **11. Currency**

All payments to be made, despite being expressed in US currency, under this Policy shall be in Vietnamese Dong. The Vietcombank's foreign exchange rate of US dollar against Vietnamese Dong at the time of payment will be applied.

#### **12. Force Majeure**

The Company, PVI Assistance and its other service provider(s) can not be held responsible or liable for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.

#### **13. Subrogation**

In the event of any payment under any coverage of this Policy except Personal Accident, the Company shall be subrogated to all the Insured Person's rights of recovery therefore against any person's organization and the Insured Person shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

#### **14. Cancellation for Breach of Disclosure Obligations**

a) Where the Policyholder or any Insured Person fraudulently, intentionally or unintentionally:

- (i) breaches a disclosure obligation under Part II, Clause 8;
- (ii) makes a false or misleading statement or declaration to the Company; or
- (iii) makes a false or fraudulent claim under the Policy or gives, or permits to be given, notice of any such claim

The Company shall have the right, by giving immediate written notice to the Policyholder/ that Insured Person, to cancel the Policy, or any part of it, in relation to that Insured Person without any liability on the part of the Company.

b) Where the Company chooses to cancel the Policy under Clause 18(a), the Company shall be relieved from the obligation to pay the Policyholder/ Insured Person any amounts under the Policy. The Policyholder/ Insured Person shall be obliged to repay the Company any amounts it has received from the Company under the Policy. In addition, the Company shall be entitled to keep any premium already paid by the Policyholder, which shall be

deemed to be compensation due to the Company for the cancellation of the Policy, regardless of any actual damage the Company may suffer.

## **15. Termination**

- a) The Company may, in respect of a particular Insured Person, terminate the cover provided to such Insured Person under this Policy at any time by a 15-day prior written notice. In the event of such termination, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. However, if any claim has been notified under this Policy, the premium will be deemed to be fully earned and no premium will be refunded to the Policyholder.
- b) In the event of the occurrence of one or more of the following, this Policy shall be terminated by notice of termination from the Company, such termination taking effect forthwith upon the Policyholder's receipt of the notice of termination:
  - (i) non-payment of any premium;
  - (ii) conviction of a crime arising out of acts increasing the hazards insured against; or
  - (iii) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.
- c) In the event that this Policy is terminated pursuant to clause 19.2, any premium collected or received by and on the Company behalf shall be forfeited and not be refundable to the Policyholder and the relevant portion of the premium that has been paid for any period beyond the termination date of this Policy shall be refunded to the Policyholder.
- d) Any notice of termination given under clauses 19.1 and 19.2 will be by way of postal mail to the Policyholder or the Insured Person(s), where applicable, at his/her last address as shown by the records of the Company.
- e) Without prejudice to the immediately preceding sub-clauses, if the Insured Person cancels a Trip on the ground that his/ her visa application has been refused by relevant authorities prior to the Scheduled Departure Date of the Trip and notifies the Company prior to the Scheduled Departure Date of the Trip of such cancellation, the Company shall be entitled to keep a portion of the premium, which has been paid (if any) by the Policyholder in respect of that Trip, at the rate to be applied by the Company from time to time. The remaining premium shall be refunded to the Policyholder by crediting to the nominated Account.

## **16. To Whom Indemnities Payable**

### **a) For Policy which Policyholder is Individual/Family:**

Compensation for death will be paid to the beneficiary who is nominated in writing by the Policyholder prior to the termination or expiry of the Policy. In the absence of such nomination, the said death benefit will be paid to that Insured Person's heir.

Other types of compensation will be paid to the Insured Person, except any compensation under Medical Expenses, Emergency Evacuation, Repatriation, Compassionate Visit or Personal Liability which is directly arranged by the Company or PVI Assistance and which the benefits will be paid by the Company directly to the provider of service as indicated in each Coverage.

The compensation shall be paid to the aforesaid person(s) within 20 working days after receipt of complete and proper proof of loss.

**b) For Policy which Policyholder is legal entity:**

All indemnities of the Policy are payable to the Policyholder, or at Policyholder's written request to Insured Person, except any compensation under Medical Expenses, Emergency Evacuation, Repatriation, Compassionate Visit or Personal Liability which is directly arranged by the Company or PVI Assistance and which the benefits will be paid by the Company directly to the provider of service as indicated in each Coverage.

The compensation shall be paid to the aforesaid person(s) within 20 working days after receipt of complete and proper proof of loss."

**17. Severability of the Policy**

If any provision of this Policy is void or unenforceable by reason of the laws of Vietnam, this Policy shall be invalid only to the extent to which such provision is void or unenforceable while the remainder of this Policy shall be unaffected and shall remain valid.

**18. Arbitration**

Disputes arising out of, relating to or connected with this Policy must be submitted to the Vietnam International Arbitration Centre for arbitration in accordance with its Arbitration Rules.

**19. Governing law**

This Policy shall be governed by and interpreted in accordance with the laws of Vietnam.

**20. Privacy Statement**

The Company collects the Policyholder's and the Insured Person(s)' personal data to offer, provide, manage and develop insurance products and services. For these purposes, the Company may disclose such personal data to appropriate third parties in or outside Vietnam, including service providers, other ACE companies, insurance and reinsurance intermediaries, other insurers and the Company's reinsurers. The Policyholder and the Insured Person(s) consent to the Company using and disclosing his/her personal data as set out in this clause.

**21. Headings and interpretation**

The headings to clauses in this Policy are for ease of reference only and shall not restrict the interpretation of the clauses in and/ or the Policy.

# Declaration & Authorization

I, the Insured person herein and hereby warrant the truth and accuracy that I/all eligible persons:

- agree for this policy to be classified as a Vietnamese policy.
- understand and agree that no insurance with similar or same coverage(s) is in force until the application is accepted by PVI Insurance and a Policy is issued pursuant thereon.
- am/are aware of and agree to abide by the Policy's terms, conditions and exclusions.
- am/are aware that any pre-existing medical condition(s) that I/we suffer from are not covered under this policy.
- understand and agree that if the loss falls under an exclusion, the policy will not cover it. You are advised to also read all the exclusion clauses in the Policy Wording so that you will be fully aware of the extent of your insurance cover.
- am/are currently in good health and are not travelling contrary to the advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment.
- agree and authorize any medical source (including hospitals and clinics), insurance company or any other organization to release to PVI Insurance at any time any information concerning the insured(s) if required.
- understand and agree that where a third party credit card is used, I/we declare that the relevant cardholder has authorized and consented to its use.
- understand and agree that PVI Insurance collect and record the Insured's personal data to provide, manage, develop and offer the Insured insurance products and services. To achieve this, PVI Insurance may disclose Insured's personal data to appropriate third parties in or outside Vietnam, including service providers and our other companies, and therefore, consent to PVI Insurance using and disclosing its personal data in this way.
- Purchaser of Insurance and Insured Person commit to fully comply with the legal regulations related to purchasing online insurance on Vietnam Airlines' e-ticket system in accordance with the regulations of the country where the Purchaser of Insurance is located during the transaction.
- Purchaser of Insurance complete the premium payment for the Insured Person and commit that the Insured Person is eligible for insurance including a name on Vietnam Airlines' flight ticket and a Certificate of Insurance for the scheduled flight within the territory of Vietnam or departing from Vietnam.