

GLOBAL TRAVEL INSURANCE TERMS AND CONDITIONS – TRAVEL MATE

(Based on the wording of Accident and Health Insurance for overseas travelers approved by the Ministry of Finance in accordance with Decision No. 15789/BTC-QLBH dated 18/12/2018)

On the basis of the Insured Person named in the Policy submitted a proposal and declaration and/or any statements made to Tokio Marine Insurance Vietnam Company Limited (hereinafter called "the Company"), and in exchange for the premium the Insured Person has paid or has agreed to pay, the Company will provide the Insured Person with the insurance set out in the Policy.

PART I – DEFINITIONS

In this wording, the terms shall have the following meanings:

1. **Physician** shall mean a registered and qualified medical practitioner licensed under any applicable laws, and acting within the scope of his/her license and training. The attending Physician shall not be the Insured Person, the Insured Person's spouse, a person booked to accompany the Insured Person on the Trip, or a person who is related to the Insured Person.
2. **Kidnap** means any event or connected series of events of the Insured Person's seizing, detaining or carrying or taking away by force or fraud (except a minor kidnapped by his or her parents) against the Insured Person's will for the purpose of demanding a ransom.
3. **Policyholder(s)** means an organization or individual that enters into insurance contracts with the Company, pays premium and named as Policyholder in the Policy, or its endorsements (if any). A Policyholder may also be concurrently the Insured Person.
4. **Hospital** means a establishment duly constituted and operated pursuant to law of the country, registered as a Hospital which:
 - i) Maintains full necessary facilities for diagnosis, surgical procedures, care and treatment of or sick or injured person;
 - ii) provides twenty-four (24) hours a day nursing services by registered graduate nurses under its employment;
 - iii) is supervised by a staff of qualified and registered Physicians; and
 - iv) is not primarily a clinic, a nursing, rest, or convalescent home, a home for the aged, or a place for alcoholics or drug addicts.
5. **Medical Expenses** shall mean reasonable necessary expenses incurred overseas within ninety (90) days of sustaining Injury or Sickness and paid by the Insured Person to a legally Physician, Hospital and/or ambulance service for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies incurred during treatment at clinics or hospitals and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. All treatment including specialist treatment must be prescribed/referred by a Physician in order for expenses to be reimbursed under the Policy and shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.
6. **Selected Plan** means the choice of Insurance Plan made by the Insured Person or his/her representative at the time of application and stated in the Policy.
7. **Trip** means a journey undertaken by an Insured Person and commences at the time the Insured Person leaves the place of embarkation in Vietnam to the intended destination(s) overseas and ceases on whichever of the following occurs first:
 - (i) The expiry of the Period of Insurance specified in the Policy;
 - (ii) Upon arrival into Vietnam after finish immigration administration.
8. **Hostage** means the Insured Person (except a minor held hostage by his or her parents) being taken or held by another person by force or against the Insured Person's will as a prisoner in a Kidnap.
9. **The Company** means Tokio Marine Insurance Vietnam Company Limited.
10. **Emergency Medical Evacuation** means:
 - a. The Insured Person's medical condition warrants transportation from the place where the Insured Person suffers Injury or Sickness to the nearest Hospital where appropriate medical treatment can be obtained; or
 - b. After being treated at a local Hospital, the Insured Person's medical condition warrants transportation to Vietnam to obtain further medical treatment or to recover.
11. **Golfing Equipment** means golf clubs and golf bags
12. **Pre-existing Medical Condition:**

For a per Trip policy shall mean any condition for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the effective date of the Policy; or for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the effective date of the Policy.

For Annual Plan policies, a medical condition for which an Insured Person has made a claim on a previous Trip or a medical condition where treatment was sought or diagnosed within 12 months prior to Insured Person's travel, will be considered a pre-existing medical condition.

Pre-existing medical conditions are determined based on medical records and/or medical documents, imaging diagnosis, prescriptions of a medical establishment or Physician's clinics, or any evidence provided by the Company.

13. ACQUIRED IMMUNE DEFICIENCY SYNDROME or AIDS shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a seropositive test for HIV.

a. OPPORTUNISTIC INFECTION shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

b. 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 disability, in the presence of Acquired Immune Deficiency.

14. Policy means an agreement between the Policyholder and the Company whereby the Policyholder shall pay premiums while the Company shall pay insurance proceeds to the beneficiary or indemnity to the Insured Person upon occurrence of the insured event.

The Policy includes Policy Schedule, Insurance Certificate, endorsements, this terms and conditions, application form, declarations and attached papers together with other statement in writing shall be read together as one contract. In the event of a conflict, the terms, conditions or provisions of the Policy Schedule shall prevail.

15. Annual Policy means a policy issued for the selected plan where with one-year Period of Insurance where there is unlimited number of Trips during the Period of Insurance, the length of a Trip does not exceed ninety (90) days.

16. Terrorism means any activities that:

a. is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and

b. is carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), but not including a sovereign government (de jure or de facto), and

c. appears to be intended to:

- intimidate or coerce a civilian population, or
- disrupt any segment of the economy of a Government, State or Country, or
- overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
- affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking;

d. Terrorism must be concluded or declared by the competent authority of the country.

17. Lap-top Computer means the complete laptop including accessories or attachments that come as standard equipment with the lap-top. Any handheld computers or devices such as tablet computers (eg iPad and the like), Netbooks, Personal Digital Assistants and similar equipments are excluded from this category.

18. Loss of Limb shall mean total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.

19. Loss of Speech means disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia, subject to conclusion of a Physician or medical survey council.

20. Loss of Sight means the entire and irrecoverable loss of sight, subject to conclusion of a Physician or medical survey council.

21. Loss of Hearing means permanent irrecoverable loss of hearing subject to conclusion of a Physician or medical survey council. If the above conclusion is not available, Loss of Hearing will be defined as the following:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1000 Hertz

If c dB = Hearing loss at 2000 Hertz

If d dB = Hearing loss at 4000 Hertz

$1/6$ of $(a+2b+2c+d)$ is above 80dB

22. Hospitalization shall mean admission in a Hospital as a registered bed patient for a minimum of continuous twenty-four (24) hours or overnight upon the written advice from the Physician and for which the Hospital imposes a room and board charge to the Insured Person.

23. Travel Companion means a person who has travel bookings to accompany an Insured Person on the whole Trip.

24. **Insured Person(s)** means the person(s) named in the Schedule as the Insured Person(s) meeting the eligibility requirements set forth in the Policy Schedule and subject to the applicable laws.

For "Per Trip Family Policy", the Insured Persons are:

- a. a maximum of 2 Adults who are Relatives; and
- b. Any number of Children and each of whom is related to either of the 2 insured Adults under the Per Trip Family Policy.

Under Per Trip Family Policy, all Insured Persons must depart from and return to Vietnam together at the same time.

For "Annual Family Policy", the "Family" shall comprise the Insured Person, his/her legal spouse and their legal children, provided that these children are not older than 18 years of age or up to the attainment of 23 years of age if studying full-time in a recognised institution of higher learning and still unemployed and unmarried. Each child in an Annual Family Plan must be accompanied by at least 1 of the insured Adults under that Policy for any Trips made during the policy period. If 2 or more individuals are in an employer-employee relationship, they cannot be covered under a Family Policy

25. **Adult** means any individual not included in the definition of Children under this policy wording.
26. **Relative** shall refer to the Insured Person's spouse, child, brother, sister, brother-in-law, sister-in-law, parent, parent-in-law, grandparent, grandparent-inlaw, grandchild, niece, nephew, aunt or uncle.
27. **Public Place** shall mean any place to which serves the general public, for example (but not limited to) airports, shops, restaurants, hotel foyers, beaches, golf course, driving range, public buildings, etc and like places.
28. **Home Country** means any country where the Insured Person is granted rights of citizenship. In the event of dual nationalities, Home Country shall mean the country declared in the Application Form.
29. **Sickness** means any noticeable change in the physical health of an Insured Person due to a medical condition contracted, commencing or manifesting whilst overseas during the period of the insured Trip in which the Insured Person seeks the care of a qualified Physician acting within the scope of his/her license to treat the Sickness for which the claim is made provided the Sickness is not pre-existing and the nature of the Sickness is not excluded from the Policy.
30. **Public Transport** shall mean any regularly scheduled mode of transportation by land, sea or air which is duly licensed for regular public transportation of fare paying passengers. This would exclude all modes of transportation which are chartered or arranged as part of a tour; even if these services are regularly scheduled.
31. **Accident or Accidental** means a sudden, unexpected, fortuitous and specific event caused wholly and exclusively by violent, external and visible means to the body of the Insured Person.
32. **Household Contents** means household furniture and furnishing, clothing and personal effects belonging to the Insured Person or to members of his/her family or domestic servants permanently residing with him/her and fixtures and fittings the Insured Person owns (or for which he/she is responsible) not being landlord's fixtures and fittings, and valuables including articles of gold, silver or other precious metal jewellery, furs, watches and precious or semi-precious gems but excluding: deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash, currency notes.
33. **Period of Insurance** means the period of insurance specified in the Policy.
34. **Total Disablement** means Injury of a permanent nature which solely and directly totally disables and prevents an Insured Person from attending to any business, occupation of any and every kind or from attending to his usual activities of daily living.
35. **Injury** means bodily injury which is sustained by an Insured Person and is caused by an Accident solely and independently of any other causes where death of, or loss to the Insured Person results within 90 days from the date of the Accident.
36. **Serious Injury or Serious Sickness** whenever applied to the Insured Person is one which requires treatment by a Physician and which results in the Insured Person being certified by that Physician as being dangerous to life and unfit to travel or continue with his/her original Trip. When applied to the Insured Person's Relative, it shall mean Injury or Sickness certified as being dangerous to life by a Physician and which results in the Insured Person's discontinuation or cancellation of his/her original Trip.
37. **Child(ren)** means individual(s) who is/are not older than 18 years of age or up to the attainment of 23 years of age if studying full-time in a recognised institution of higher learning, unemployed and unmarried.
38. **Permanent** means lasting twelve (12) calendar months from the date of Accident and at the expiry of the twelve (12) calendar month period being beyond hope of improvement, subject to conclusion of a Physician or medical survey council.

PART II – COVERAGES

SECTION 1 - PERSONAL ACCIDENT

1.1. Accidental Death & Disablement

If the Insured Person is involved in an Accident during the Trip; and as a consequence, suffers Injury or death within 90 days after the date of the Accident, the Company will pay the compensation according to the limits of the Selected Plan as shown in the Schedule below.

	Sum Insured (mainly) for each Insured Person (VND)		
	Premier Plan	Deluxe Plan	Superior Plan
Insured Person before the attainment of age 65 years & below	2.520.000.000	2.100.000.000	1.050.000.000
Insured Person upon the attainment of age 65 years & above	1.050.000.000	1.050.000.000	525.000.000
Child (included In Family Plan)	525.000.000	525.000.000	525.000.000

Schedule of Compensation:

Accidental Death	100%
Permanent Total Disablement	100%
Permanent and Incurable Paralysis of all Limbs	100%
Permanent Total Loss of Sight of both Eyes	100%
Loss of or the Permanent Total Loss of use of two Limbs	100%
Permanent Total Loss of Speech	100%
Permanent Total Loss of Hearing in both Ears	75%
Permanent Total Loss of Sight of one Eye	55%
Loss of or the Permanent Total Loss of use of one Limb	50%
Permanent Total Loss of Hearing in one Ear	15%

The total compensation payable in respect for any disabilities due to the same Injury is arrived at by adding together the various percentages but shall not exceed 100% of the sum insured as specified in the Policy Schedule for each Insured Person.

1.2. Accidental Death on Public Transport

Where the Accidental Death on Public Transport Cover is applicable under the Selected Plan in the Policy Schedule/ Insurance Certificate, the corresponding sum insured shall be applied in the event an Accident occurs whilst the Insured Person is travelling as a fare-paying passenger on board a Public Transport licensed to carry all passengers, resulting in the death of the Insured Person. Provided that the Company shall only pay for the claim under either this Section or the Section 1.1 "Accidental Death and Disablement", but not both.

1.3. Child Education Allowance

If an indemnity becomes payable under Section 1.1 or 1.2 of this Policy upon the Accidental death of the Insured Person and such Insured Person who, at the date of the Accident, had a legal child or children (not older than 18 years of age or up to the attainment of 23 years of age if enrolled as a full-time student in a recognised institution of higher learning), the Company will pay the sum insured under this section up to the limit applicable to the Selected Plan stated in the Policy Schedule/ Insurance Certificate for each legal child up to a maximum of four (4) children.

This Section is only payable once for any child no matter if they are covered under more than one travel insurance policy underwritten by the Company for the same Trip.

SECTION 2 - MEDICAL EXPENSES & ASSISTANCES

2.1. Overseas Medical Expenses

The Company will reimburse the Insured Person up to the limit applicable to the Selected Plan stated in the Policy the Medical Expenses as defined, necessarily incurred whilst overseas for Injury and Sickness suffered by the Insured Person solely and independently of any other causes.

This section also covers against Medical Expenses incurred for treatment or follow-up treatment in Vietnam for Injury or Sickness which the Insured Person had sustained whilst overseas, provided that:

- a. The Insured Person must seek medical treatment in Vietnam within one week upon return to Vietnam. From the date of first treatment in Vietnam, the Insured Person has up to a maximum of thirty (30) days to continue medical treatment in Vietnam or up to a maximum sum of 15% of the maximum benefit of Section 1, whichever occurs first.
- b. The maximum amount payable under (a) above for Insured Person(s) upon attainment of sixty five (65) years of age and above is up to 2.5% of the maximum benefit of Section 2.1.

Note: In no event shall the total of the Medical Expenses incurred overseas and in Vietnam exceed the maximum benefit of Section 2.1.

2.2. Emergency Medical Evacuation

When as the result of Injury or Sickness commencing while the Insured Person is overseas and if in the opinion of the authorized representative of the Company, it is judged medically appropriate to move an Insured Person to another

location for medical treatment, or to return the Insured Person to Vietnam, the authorized representative of the Company shall arrange for the 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 the authorized representative of the Company the covered expenses for such evacuation up to the limit applicable to the Selected Plan.

The means of evacuation arranged by the authorized representative of the Company, 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 the authorized representative of the Company, and will be based solely upon medical necessity.

Covered expenses are expenses for services provided and/or arranged by the authorized representative of the Company for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person and is subject to the following exclusions:

- 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 a scheduled Trip.
- b. Any expenses for a service not approved and arranged by the Company or its authorized representative, except that the Company reserves the right to waive this exclusion in the event the Insured Person or his/her travelling companions cannot for reasons beyond their control notify the Company or its authorized representative during an emergency medical situation. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which the Company or its authorized representative would have provided under the same circumstances and up to the limits applicable to the Selected Plan.

2.3. Repatriation of Mortal Remains

When as the result of Injury or Sickness commencing while the Insured Person is overseas, the Insured Person dies within thirty (30) days from the date of the Injury or commencing of Sickness, the authorized representative of the Company shall make the necessary arrangements for the return of the Insured Person's mortal remains to Vietnam or Home Country. The Company shall pay directly to the authorized representative of the Company the covered expenses for such repatriation up to the limits applicable to the Selected Plan.

The Company shall also reimburse to the Insured Person's estate expenses actually incurred, for services and supplies provided by the mortician or undertaker, including but not limited to the cost of the casket, the embalming and cremation if so elected.

The Company will not pay for the following expenses:

- 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 a scheduled Trip.
- b. Any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by the Company or its authorized representative.

2.4. Return of Children

In the event of the Insured Person's death or Hospitalization as a result of Serious Injury or Serious Sickness and there is no other adult to accompany the child/children who is/are below the age of eighteen (18) years old, the Company will pay up to the limit applicable to the Selected Plan stated in the Policy Schedule/ Insurance Certificate reasonable travel (economy air travel and rail travel and sea travel) and hotel accommodation expenses for a Relative or a friend to accompany the child/children back to Vietnam or Home Country

2.5. Relative's Visit

In the event the Insured Person is dead or hospitalized overseas for more than five (5) days as a result of Serious Injury or Serious Sickness and his/her medical condition forbids evacuation and no adult member of his family is with him/her, the Company will reimburse the costs of economy class travel and reasonable accommodation up to the limit applicable to the Selected Plan stated in the Policy Schedule/ Insurance Certificate for one Relative to assist in the final arrangement or to visit and stay with him/her until the Insured Person is medically fit to return to Vietnam.

Note: Where a claim under this Section and Section 3.4 - "Travel Companion Inconvenience" results from the same occurrence, this Policy will pay for the claim under either Section, but not both.

2.6. Hospital Confinement Allowance

The Company will pay VND1,050,000 per day for Hospitalization to the Insured Person, up to the limit applicable to the Selected Plan stated in the Policy, if the Insured Person is hospitalized whilst overseas.

SECTION 3 - TRAVEL ASSISTANCE

3.1. Travel Cancellation

The Insured Person shall be indemnified, up to the limit applicable to the Selected Plan for the resulting loss of travel and/or accommodation expenses paid in advance by the Insured Person, and which are not recoverable from any other source if the Trip is cancelled due to any of the following occurring after issuance date of the Policy and within 30 days (except for item (c)) before the date of departure of the Trip:

- a. death or Serious Injury or Serious Sickness or compulsory quarantine of the Insured Person, the Relative or Travel Companion;
- b. unexpected strike, riot or civil commotion beyond the control of the Insured Person at the planned destination;

- c. serious damage to the Insured Person's principal residence from fire, flood or similar natural disaster (typhoon, earthquake, etc.) within 1 week before the departure date and which requires the Insured Person to be present at the premises on the departure date;
- d. witness summons or jury service

The Company will not pay for any loss:

- 1. caused directly or indirectly by government regulations or control; or
- 2. caused by cancellation by the carrier; or
- 3. that is covered by any other existing insurance scheme or government program; or
- 4. which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation; or
- 5. should this insurance be purchased less than seven (7) days before the date of departure, except only for Death or Serious Injury resulting from Accidents of the Insured Person, the Relative or Travel Companion.

Note: The Company will only pay for any claim either under Section 3.1 or Section 3.2, but not both.

3.2. Travel Postponement (Not applicable to Superior Plan)

The Insured Person shall be indemnified, up to the limit applicable to the Selected Plan for the resulting administrative charges which full payment was made for the initial trip by the Insured Person, and which are not recoverable from any other source if the Trip is postponed due to any of the following occurring after issuance date of the Policy and within 30 days (except for item (c)) before the date of departure of the Trip:

- a. death or Serious Injury or Serious Sickness or compulsory quarantine of the Insured Person, the Relative or Travel Companion;
- b. unexpected strike, riot or civil commotion beyond the control of the Insured Person at the planned destination;
- c. serious damage to the Insured Person's principal residence from fire, flood or similar natural disaster (typhoon, earthquake etc) within 1 week before the departure date and which requires the Insured Person to be present at the premises on the departure date;
- d. witness summons or jury service.

The Company will not pay for any loss:

- 1. caused directly or indirectly by government regulations or control; or
- 2. caused by cancellation by the carrier; or
- 3. that is covered by any other existing insurance scheme or government program; or
- 4. which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation; or
- 5. should this insurance be purchased less than seven (7) days before the date of departure, except only for Death or Serious Injury resulting from Accidents of the Insured Person, the Relative or Travel Companion.

Note: The Company will only pay for any claim either under Section 3.1 or Section 3.3, but not both.

3.3. Travel Curtailment (Not applicable to Superior Plan)

In the event the Insured Person has to return directly to Vietnam from overseas due to any of the following:

- a. he/she suffers Serious Injury or Serious Sickness and receives medical advice from Physician to do so;
- b. the aircraft on which he/she is on board as a passenger is hijacked;
- c. unexpected death or Injury or Sickness of the Relative or Travel Companion;
- d. natural disasters (such as typhoon or earthquake) which prevent him/her from continuing with his/her scheduled Trip;
- e. unexpected strike, riot or civil commotion beyond his/her control.

The Company will pay, up to the limit applicable to the Selected Plan for any loss of travel and/or accommodation expenses paid in advance and the additional cost of economy class travel to return to Vietnam or accommodation expenses incurred as a result.

The Company will not pay for any losses arising from:

- 1. pregnancy or childbirth, and/or any Injury or Sickness associated with pregnancy or childbirth.
- 2. circumstances that known prior to the date the insurance is effected or the time of booking any trip (whichever is earlier) which could reasonably be expected to give rise to curtailment of the trip.

Note: The Company will only pay for any claim either under Section 3.3 or Section 3.5, but not both.

3.4. Travel Companion Inconvenience (Not applicable to Superior Plan)

The Company will pay for loss of economy class travel and accommodation expenses paid in advance, up to the limit applicable to the Selected Plan, incurred by one travelling Relative or Travel Companion (who is also covered under a

valid Travel Mate policy for the same trip) for the unused portion of the trip if his/her Trip was disrupted due to the hospitalization of the Insured Person, in which he/she has to stay behind to assist the Insured Person whilst not continuing the original planned trip.

Note: : The Company will only pay for any claim either under Section 3.4 or 2.5, but not both.

3.5. Travel Interruption

In the event the Insured Person is hospitalized overseas for more than five (5) days, the Company will pay up to the limit applicable to the Selected Plan, for the unused portion for any loss of travel (economy airfare, rail road or sea transport fare) and/or accommodation expenses paid in advance.

Note: : The Company will only pay for any claim either under Section 3.5 or 3.3, but not both.

3.6. Travel Misconnection

In the event that the Insured Person's confirmed onward connection is missed at the overseas transfer point due to the late arrival of the incoming confirmed connecting scheduled conveyance and no alternative onward transportation is available within six (6) consecutive hours upon his/her arrival, the Company will pay VND2,100,000 for every such six (6) consecutive hours up to the limit applicable to the Selected Plan. Provided that the Insured Person shall give the Company written proof of the late arrival of the conveyance provided by the transport provider stating the hours of late arrival.

Note: The Company will only pay for any claim either under Section 3.6 or 3.7, but not both.

3.7. Travel Delay

In the event that the scheduled public transport in which the Insured Person had arranged to travel in overseas is delayed or cancelled with no alternative scheduled onward connection for at least six (6) consecutive hours from the time specified in the itinerary supplied to the Insured Person to the departure time of actual itinerary, the Company will pay VND2,100,000 for every full six (6) consecutive hours of delay, up to the limit applicable to the Selected Plan.

No benefits will be provided for any delay:

1. Arising from failure of the Insured Person to check in according to the itinerary supplied to him/her.
2. Arising from strike or industrial action existing on the date the Trip is arranged or the Policy was purchased, which ever is earlier.

Note: The company will only pay for any claim under Section 3.6 or 3.7, but not both.

3.8. Personal Baggage

The Company will pay to the Insured Person up to the limit applicable to the Selected Plan for loss of, or damage sustained overseas to the Insured Person's baggage (including Lap-top Computer) taken or purchased resulting from theft, robbery, burglary, Accident or natural disasters arising out of circumstances beyond the control of the Insured Person at the planned destination while on the Trip. This includes clothing and personal effects worn or carried on the Insured Person, in suitcases or like receptacles. All items must be owned by the Insured Person, not hired, loaned or entrusted to.

Provided that:

- a. The loss must be reported to the police or relevant authority such as hotel and airline management having jurisdiction at the place of the loss within twenty-four (24) hours from the incident. Any claim must be accompanied by official documentation from such authorities and documents to prove the value of lost items.
- b. The Insured Person must take every possible step to ensure that their baggage or personal effects are not left unattended in a Public Place, and must take all reasonable precautions for the safety of all personal property and baggage. A pair or set of items is treated as one item (e.g. a pair of shoes, a camera and its standard accompanying lens and accessories)

The Company will pay for the loss or damage of the Insured Person as follows:

- a. The payable amount shall not exceed VND6,300,000 in respect of any one article or pair or set of articles, the maximum limit for Lap-top Computer is VND21,000,000 and only for one Lap-top per Insured Person for every Policy in respect of replacement.
- b. The Company may make payment or at its option reinstate or repair subject to due allowance of wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased less than 1 year from the date of accident if the Insured Person can produce supporting document (i.e. original receipts or original warranty card) for claims.

The Company will not pay for the following losses:

1. animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, fruits, perishables and consumables, household effects, antiques, artifacts, paintings, objects of art, manuscript, jewellery, gem stones, watches, contact or corneal lenses, securities, souvenirs, musical instruments, bridges for tooth or teeth, dentures, computers (including handheld computers, software and accessories with the exception of Lap-Top Computers as provided herein above), pager, mobile phone (including accessories), portable electronic devices including but not limited to personal digital assistance (PDA), handheld telecommunication device, handheld media player, smart phone, tablet personal computer, and portable gaming device.

2. Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon resulting there from.
3. Loss or damage to hired or leased equipment
4. Loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence
5. Seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Public Authority or risk of contraband or illegal transportation or trade.
6. Loss or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party.
7. Loss or damage to Insured Person's baggage sent in advanced, mailed or shipped separately.
8. Loss or damage to Insured Person's baggage left unattended in any Public Place
9. As a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
10. Loss or damage of business goods or samples or equipment of any kind.
11. Loss or damage of data recorded on tapes, cards, discs or otherwise.
12. Loss or damage of cash and bank notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of Credit Cards, Identity Cards (IC) and driving licenses, travel documents except as provided for in Section 3.9.
13. Unexplained disappearance.
14. Lap-top Computer as checked baggage

Note: Where a claim under this Section, Sections 3.9 – “Baggage Delay” and 4.2.1 – “Loss of/ Damage to Golfing Equipment” results from the same occurrence, this Policy will pay for the claim under one of these Sections, but not all.

3.9. Baggage Delay

The Company will pay VND4,200,000, up to the limit applicable to the Selected Plan, if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier for every full eight (8) consecutive hours of delay after the Insured Person's arrival at the baggage pick-up point of the scheduled destination overseas.

1. The Company will only pay for any claim under any one of Section 3.7, Section 3.8, Section 3.9, or Section 4.2.1 for the same event.
2. No cover shall be provided upon the Insured Person's arrival at international arrival area of Vietnam.

3.10. Travel Documents and Money

The Company will pay the Insured Person up to the limit applicable to the Selected Plan for the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses and hotel accommodation incurred to replace lost travel documents such loss arising out of robbery, burglary, theft or natural disasters (typhoon, earthquake etc) whilst overseas. Should the Insured Person whilst overseas experience a loss of cash, travelers cheques or banknotes belonging to him out of robbery, burglary, theft, or natural disasters (typhoon, earthquake etc) and which were in his/her care, custody or control, the Company will pay for actual loss up to [VND6,300,000]

Provided such losses are reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours after the incident. Any claim must be accompanied by official documentation from the police.

No benefits will be payable in respect of shortage due to exchange or depreciation in value and for loss of travelers cheques not immediately reported to the local branch or agent of the issuing authority. And no benefits will be provided in respect of any loss not reported to the police within twenty-four (24) hours and an official written report not obtained.

3.11. Personal Liability Abroad

The Company will indemnify the Insured Person up to the limit applicable to the Selected Plan for legal liability to a third party whilst overseas arising during the Trip as a result of:

1. Death or Injury to any third party.
2. Accidental loss of or damage to property of any third party.

The Company will not pay for liability arising directly or indirectly from, in respect of, or due to:

- a. Employer's liability, contractual liability or liability to a member of an Insured Person's family.
- b. Acts of animals or property belonging to, or in the care, custody or control of an Insured Person.
- c. Any willful, malicious or unlawful act.
- d. Pursuit of trade, business or profession.
- e. Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- f. Ownership possession or use of vehicles, aircraft or water craft.

- g. Legal costs resulting from any criminal proceedings.
- h. While the Insured Person is mental and nervous disorders including but not limited to insanity.
- i. The possession or use of any controlled substances/drugs unless prescribed by a licensed Physician.
- j. Bailments, contractual licenses or conveyances of real estate or personal property.
- k. The Insured Person's participation in any motor rallies.
- l. Punitive, aggravated or exemplary damages.
- m. Judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the country in which the event occurred giving rise to the Insured Persons legal liability.

3.12. Kidnap & Hostage

In the event that the Insured Person is held Hostage following a Kidnap, which occurs during a Trip overseas, the Company will pay a benefit of VND3,150,000 for per every full 24-hours period up to the limit applicable to the Selected Plan.

Provided that:

1. The Company must have sufficient proof that the event has actually occurred;
2. The Company must be given immediate oral and written notice of the event and periodic updates of any activity occurring during the incident; and
3. If it is in the Insured Person's best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

The Company will not pay any benefit in this Section for loss or damage due to the following:

1. The Insured Person's fraudulent, dishonest or criminal acts;
2. Events which take place in the Insured Person's country of residence, any country located in Central or Southern America or Africa, or any country in which United Nations armed forces are present and active;
3. Actual loss of or damage to property of any description, including intellectual property as a result of the Kidnap and Hostage;
4. Any loss or damage suffered not in accordance with a Trip

SECTION 4 - OTHER EXTENSIONS

4.1. Rental Vehicle Excess (Applicable to Premier Plan only)

The Company will reimburse the Insured Person for any deductible up to the limit applicable to the Selected Plan which he/she becomes legally liable to pay in respect of loss or damage caused by an Accident to the rental vehicle. The Insured Person must be either a named driver or co-driver of the rental vehicle.

Provided that:

1. The rental vehicle must be rented from a licensed rental agency.
2. As part of the hiring arrangement Insured Person must take up all comprehensive motor insurance against loss or damage to rental vehicle during the rental period.
3. Insured Person must comply with all requirements of the rental organization under the hiring agreement and of the insurer under such insurance, as well as the laws, rules and regulations of the country.

The Company will not pay for:

1. Loss or damage arising from operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country.
2. Loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

4.2. Golf Assistance

4.2.1. Loss of/ Damage to Golfing Equipment

The Company will pay the Insured Person, up to the limit applicable to the Selected Plan, for loss or damage to the Golfing Equipment taken or purchased provided such event occurs in a Public Place.

The loss must be reported to the police or relevant authority such as hotel and airline management having jurisdiction at the place of the loss within 24 hours of the incident. Any claim must be accompanied by official documentation from such authorities.

The Company may make payment or at its option repair any damaged article subject to due allowance of wear and tear and depreciation. If as a result of any damage, the Golfing Equipment is proven to be beyond economical repair, the Company will treat a claim under this Policy as if the article had been lost. The Company will not be liable for more than the limit applicable for the Selected Plan, in respect of any one article or pair or set of articles.

The Insured Person must take every possible step to ensure that his/her Golfing Equipment is not left unattended

in a Public Place.

4.2.2. Hole-in-One

Where this benefit is applicable under the Selected Plan, if the Insured Person completes a hole-in-one in an organised event at any 18-hole golf course, the Company will pay up to VND4,200,000 for Premier Plan to cover the cost of one round of celebratory drinks. The Insured Person must provide the Company with written confirmation from the Golf Club Professional that the hole-in-one was achieved and the receipts for the cost of celebratory drinks on the date of accomplishment at the golf club.

4.2.3. Green Fees

The Company will pay the Insured Person, up to the limit applicable to the Selected Plan, the cost of green fees, hiring golf equipment or tuition fees for the own use of the Insured persons (if the Insured Person had already paid and cannot get money back) if the Insured Person is unable to play on the scheduled booked dates due to Injury or Sickness. The Insured Person must get a medical certificate to prove he/she is not well enough to take part in such pre-paid golfing activity.

With regards to Golfing Equipment, the Company will not be liable for:

1. Loss of or damage to golf balls and clubs whilst actually in the course of play or practice.
2. Loss of or damage due to wear and tear or damage due to any process of repair or while being worked upon resulting there from.
3. Loss of or damage resulting from the Insured Person's wilful act or negligence.
4. Loss of or damage arising from confiscation or retention by customs or other officials.
5. Loss or damage covered by any other policy.

Note: Where a claim under this Section and Sections 3.8 – "Personal Baggage" results from the same occurrence, this Policy will pay for the claim under one of these Sections, but not both.

4.3. Home Guard

The Company will indemnify the Insured Person, up to the limit applicable to Selected Plan, against physical loss or damage to the Household Contents stored within the Insured Person's principal residence in Vietnam that was left vacant for the full duration of the Trip, caused by fire during the Period of Insurance, but only after the Insured Person has actually departed from Vietnam. Official report from the Fire brigade center is required.

The Company may make payment or at its option reinstate or repair any damaged article subject to due allowance of wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased within one year before the date of accident if the Insured Person can produce evidence (e.g. original receipts). If any article is proven to be beyond economical repair, a claim will be dealt with under this section as if the article had been lost.

The Company will not be liable for:

1. wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
2. any loss or damage occasioned through the Insured Person's wilful act or with the Insured Person's connivance;
3. loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
4. electrical or mechanical breakdown;
5. consequential loss or damage of any kind;
6. business or professional use in respect of photographic and sports equipment and accessories and musical instruments;
7. motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto;
8. loss or damage insured under any other insurance policy, or reimbursed by any other party.

4.4. Automatic Extension of Policy Period

For per trip policies, the period of insurance will be extended without charge for seventy-two (72) hours if on the last day of the Policy period, through circumstances outside the Insured Person's control, the Trip is extended due to strike/industrial action, adverse weather condition, mechanical breakdown/derangement and structural defect of public transport.

The Policy period will automatically extend up to 30 days from the date of expiry of the Policy or to the date right after the date of discharge (which ever is earlier) without payment of any additional premium if the Insured Person is hospitalized and quarantined Overseas as advised by the attending Medical Practitioner.

Notwithstanding the above, in no event shall the length of a Trip exceed one hundred and eight two (182) consecutive days in respect of Per Trip Policy and ninety (90) consecutive days in respect of Annual Plan.

4.5. Cover in the Event of Terrorism

The Company will pay the Insured Person the benefits under coverable sections for losses arising directly or indirectly from a Terrorism whilst the Insured Person is overseas subject to the respective limits of the applicable Selected Plan and the terms and exclusions thereof.

The Company will not pay for any losses directly or indirectly suffered, contributed or attributed to or caused by, from or in connection with any act of nuclear, chemical or biological events

PART III – GENERAL EXCLUSIONS

In addition to the specific exclusions stipuated in Part II of this document, the Company will not pay under any section of the Policy for loss or liability arising as a result of:

1. Any act of war, act of a foreign enemy, civil war, invasion, revolution, insurrection, use of military power or usurpation of government or military power. War shall mean war, whether declared or not, any warlike activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;
2. 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;
3. Any illegal or unlawful intentional act by the Insured Person or confiscation, detention, destruction by customs or other authorities. Any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
4. Any prohibition or regulations by any government;
5. The Insured Person not taking all reasonable efforts to safeguard his/her property or to avoid Injury or minimize any claim under the Policy;
6. Riding or driving in any kind of race, participating in any professional sports or in any sport whereby the Insured Person(s) would or could earn or receive remuneration, donation, sponsorship, award or certificate of any kind, participating in any dangerous sports such as rock or mountain climbing normally including the use of ropes or other equipment, hang gliding, skydiving, bungee-jumping, air travel (other than as a fare-paying passenger in any properly licensed commercial aircraft or other mode of conveyance or transportation);
7. Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
8. Suicide or attempted suicide or intentional self-inflicted injury, while sane or insane, intoxication, or use of nonprescription drugs or medications;
9. The Insured Person acting whilst under the influence of alcohol, drugs or solvents;
10. Any Pre-existing Medical Conditions;
11. Sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
12. Mental and nervous or sleep disorders, including but not limited to insanity.
13. The Insured Person engaging in naval, military, air force service or operations, or testing of any kind of conveyance, being employed/deployed as a manual worker, whilst engaged in offshore or in mining, aerial photography or handling of explosives or ammunition, firearms;
14. Mysterious disappearance;
15. When the Insured Person(s) is/are not fit to travel or is/are travelling against the medical advice of a Physician;
16. When the purpose of the Trip is to obtain medical care or treatment of any kind.
17. Treatment or surgery for congenital anomalies and circumcision;
18. Treatment arises from old age, psychological old age or mental stress, anxiety and depression;
19. Treatment of obesity, weight loss or weight gain;
20. Any expenses arising from birth control or treatments pertaining to infertility;
21. Routine physical examinations or health check-ups
22. Any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Cuba, Iran, Syria, Sudan, North Korea or Crimea territories;
23. Any loss, injury, damage or legal liability to individuals who are residents of Cuba, Iran, Syria, Sudan, North Korea or Crimea territories;
24. The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United State of America.

PART IV – GENERAL CONDITIONS

1. Premium

Premium schedule is provided in an appendix to this document.

2. Insurance Period

The insurance period will start when the Trip commences as specified in the Policy and will be in force until the Policy is terminated when the Trip ceases.

3. Termination

The Company may terminate the Policy (in accordance with the Civil Code and the Law on Insurance Business) at any time by written notice delivered to the Insured Person or mailed to his last address shown by the records of the Company stating when thereafter such termination shall be effective. In the event of such termination, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such termination shall be without prejudice to any claim originating prior thereto.

4. Premium Refund

Without prejudice to Condition 3 above.

Per Trip Policy: The Company will not allow any refund of premium once the Policy is issued unless the Insured Person must cancel the Trip prior to scheduled departure due to visa denial and the Insured Person has notified the Company of this cancellation prior to the effective date of the Policy, the Company will refund the premium paid less an administration fee announced by the Company from time to time.

Annual Policy: If the policy is cancelled less than 6 months from the policy effective date, a short rate of 50% will apply. There will be no refund if the policy is in force for 6 months or more. If a claim has incurred, the policy will be nonrefundable.

5. One-way Trip

This Policy also covers one-way trips provided the Insured Person has purchased the Policy in Vietnam, and the original point of departure is Vietnam. Transits at other countries are allowed provided the Insured Person is confined to the transit area of the airports in these countries. Cover commences under Section 1 when the Insured Person leaves Vietnam and ceases on whichever of the following occurs first:

- a. The expiry of the period specified in the Policy.
- b. Within three (3) hours upon arrival to his/her overseas permanent residence or hotel.

This rule is applied to all Policies unless specifically stated otherwise in the Policy Schedule/ Certificate of Insurance.

6. Eligibility

- a. The age limit for Insured Person(s) under this Policy is from a minimum of 6-weeks up to a maximum age of 75 years. All children under the age of 7 years must be accompanied by an adult who is also insured under the same Policy.
- b. A child can only apply for an individual Deluxe Plan or Superior Plan when travelling alone. This will only apply if the child is less than eighteen (18) years of age or less than twenty-three (23) years if still studying full-time in a recognised institution of higher learning.
- c. At the time of effecting this insurance the Insured Person must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Trip, otherwise any claim is not payable.
- d. The Insured Person must purchase the insurance before departing from Vietnam
- e. The effective date of the Policy is the date when the Insured Person leaves Vietnam to begin the Trip, unless otherwise agreed in writing.

7. Conditions Precedent to any Liability

The Company shall only be liable to compensate the Insured Person or any party under this Policy wholly dependent upon:

- a. The Policyholder or the Insured Person must provide the Company with all the required statements and declarations on an application form and the complete truth of all such statements and declarations;
- b. The complete truth of all statements and declarations made in respect of any claim submitted by the Policyholder or any Insured Person to the Company under the provisions of this Policy; and
- c. The due observance and fulfilment of the terms, conditions, and provisions of the Policy and related endorsements to it insofar as they relate to anything to be done or complied with by the Policyholder or any Insured Person.

8. Duplication of Cover

In the event that an Insured Person is covered under more than one travel insurance Policy underwritten by the Company for the same Trip, the Company will consider the person to be insured only under the policy which provides the highest benefit level.

9. Currency

All settlement for payable premium and claim will be done in VND and with the exchange rate at the time of the transaction. The applicable exchange rate will be exchange rate announced by Vietnam Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of payment.

10. Age Limitation

In any claim, the age of the Insured Person will be determined as at the date of Injury or Sickness with reference to the birth date.

11. Length of Trip

In no event shall a Per Trip Policy exceed one hundred and eighty (180) consecutive days for any one covered Trip. Each Trip in an Annual Plan taken by the Insured Person shall not exceed ninety (90) consecutive days from the departure date from and until the return to Vietnam. This condition shall not apply in case Policyholder choose Long Term Cover Plan.

12. Family Policy

Each Insured Person in a Family Policy is entitled to claim up to the maximum limit applicable to the Selected Plan for each Section of the Policy. This limit applies to each Insured Person.

13. To Whom Indemnities Payable

Indemnity for loss of life of the Insured Person is payable to the estate of the Insured Person. All other indemnities of this Policy are payable to the Insured Person or individual, organisation appointed by the Insured Person after deducting the payments made by the Company or its authorized representative has directly arranged and paid to service providers as specified in each benefit. Under the Emergency Medical Evacuation and Repatriation of Mortal Remains, the benefits will be paid directly to the provider of service as indicated in each section.

14. Exposure and Disappearance

When by reason of any Accident covered by the Policy the Insured Person is exposed to the elements and as the result of such exposure suffers an Event for which compensation is otherwise payable hereunder such Event will be covered under the terms of the Policy.

If the body of the Insured Person has not been found within 2 years after the date of disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily Injury caused by an Accident covered by the Policy at the time of such disappearance, sinking or wrecking.

15. Right of Recovery

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

16. Rights and Obligations of Each Party

17.1. Rights and obligations of the Company

1. The Company shall have the rights:

- a. To collect the insurance premium in accordance with the agreement in the Policy;
- b. To require the Policyholder to provide complete and truthful information relating to entering into and implementing the Policy;
- c. To suspend unilaterally the implementation of the Policy in accordance with the provisions of article 19.2, article 20.2, article 35.2 and article 50.3 of the Law on Insurance Business;
- d. To refuse to pay insurance proceeds to the beneficiary or to refuse to indemnify the Insured Person in circumstances outside the scope of the insurance liability or in circumstances where liability is excluded as agreed in the Policy;
- e. To require the Policyholder to implement measures to prevent and minimize loss in accordance with the provisions of the Law on Insurance Business and the provisions of other relevant laws;
- f. To require a third party to reimburse the insured sum which the Company has paid to indemnify the Insured Person as a result of the third party in the cases of property and civil liability;
- g. Other rights as stipulated by law.

2. The Company shall have the obligations:

- a. To explain to the Policyholder the insurance terms and conditions and the rights and obligations of the Policyholder;
- b. To issue to the Policyholder a Insurance Certificate, Policy Schedule after entering into the Policy;
- c. To pay insurance proceeds in a timely manner to the beneficiary or to indemnify the Insured Person upon occurrence of the insured event;
- d. To provide a written explanation of the reasons for refusal to pay insurance proceeds or indemnity;
- e. To co-ordinate with the Policyholder to resolve the claims of a third party for compensation for damage under the insurance liability upon occurrence of the insured event;
- f. Other obligations as stipulated by law.

17.2. Rights and obligations of purchasers of insurance

1. The Policyholder shall have the rights:

- a. To select an insurer operating in Vietnam in order to purchase insurance;
- b. To require the insurer to explain the insurance terms and conditions and to issue an Insurance Certificate or Policy Schedule;
- c. To suspend unilaterally the implementation of the Policy in accordance with the provisions of article 19.3 and article 20.1 of the Law on Insurance Business;
- d. To require the insurer to pay the insurance proceeds to the beneficiary or to indemnify the insured person as agreed in the insurance contract upon occurrence of the insured event;
- e. To assign the Policy as agreed in the Policy or as stipulated by law;
- f. Other rights as stipulated by law.

2. The Policyholder shall have the obligations:

- a. To pay the insurance premium in full and on time and in accordance with the method agreed in the Policy;
- b. To declare fully and truthfully all details relating to the insurance contract, as requested by the insurer;
- c. To notify circumstances which may increase the risks or which may result in additional liability on the part of the insurer during the period of implementation of the Policy, as requested by the insurer;
- d. To notify the insurer of the occurrence of the insured event as agreed in the Policy;
- e. To implement measures to prevent and minimize any loss in accordance with the Law on Insurance Business and the provisions of other relevant laws;
- f. To implement other obligations as stipulated by law.

17. Law Applicable and Dispute Resolution

This insurance policy is interpreted and governed in accordance with the laws of Vietnam.

Any dispute arising under or in connection with this Policy shall be resolved by the Policyholder and the Company through amicable settlement. If both parties fail to resolve amicably within thirty (30) days from the date of notice on dispute, the dispute shall be referred to the Vietnam International Arbitration Center (VIAC) in accordance with its Rules of Arbitration by a single arbitrator. Arbitration language shall be in Vietnamese.

18. Force Majeure

The Company, its authorized representative and 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, its authorized representative and service provider(s) rendering such services.

PART V – CLAIMS AND ASSISTANCE PROCEDURES

1. Time for Notice of Insured Event and Claim

As soon as practicable and in any case within thirty (30) days after the occurrence of any event which may give rise to a claim, the Policyholder shall give a written notice to the Company about the insured event. Notice given by or on behalf of the Insured Person to the Company with information sufficient to identify the Insured Person shall be deemed to be notice to the Company. Time limit for filing a claim is one year from the occurrence of the insured event. The time of a force majeure event or other objective obstacle does not count into the time of filing a claim.

2. Claim Documentation

The Company, upon receipt of a notice of claim will furnish to the Insured Person such claim forms which are usually furnished by the Company for filing proofs of loss. Such claim forms must be returned by the Insured Person with full particulars within 15 days after the receipt of such claim forms from the Company. The Insured Person shall also at the same time when returning the completed claim form submit to the Company written proofs covering the occurrence, the circumstances and the extent of the loss for which the claim is made. The Insured Person shall also at any time at the request of the Company submit whatever documents required by the Company in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such requirement.

3. Medical and Post-mortem Examinations

The Insured Person shall at his/her expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so, arrange to submit to medical examination by Physicians appointed by the Company. In the event of death of the Insured Person, where it is not forbidden by law, the Company shall be entitled to have a post-mortem examination at its own expense, and notice shall, where practicable, be given to the Company before interment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between the Company's doctors and the Insured Person's Physician, the opinion of the Company's doctors shall prevail and be binding on the Insured Person or his/her estate as the case may be.

4. Time Limit for Insurance Payment

If the Company accepts to pay the insured sum, it shall make the payment to the Insured Person within thirty (15) days after the acceptance is delivered by the Company to the Insured Person, unless otherwise agreed.

5. Emergency Assistance

In case of emergency abroad, Insured may call our **hotline** as:

+84 28 3821 2108

Or e-mail: travelmate-assistance@pacificcross.com.vn

anytime from anywhere in the world for assistance. The insurance policy or certificate number should be made available for our hotline to facilitate coordination.

6. Instruction to Claimants

You should fully complete the Claim Form, attach all required documents and forward to the nearest Tokio Marine Insurance Vietnam Company Limited.

As soon as possible after the occurrence of any event which may give rise to a claim, within 30 days, written notice should be given to:

Head Office

Tokio Marine Insurance (Vietnam) Co., Ltd

R601, 6th Floor, Sun Red River Building,

No. 23 Phan Chu Trinh Street, Hoan Kiem District, Hanoi, Vietnam.

Tel: +84 24 3933 0704 (ext: 22) Fax: +84 24 3933 0706 Mobile: +84 904 139 228

HCM Office

Tokio Marine Insurance Vietnam Co., Ltd. - Ho Chi Minh Branch

Room3, 19th Floor, Green Power Building,

No. 35 Ton Duc Thang street, District 1, Ho Chi Minh City, Vietnam.

Tel: +84 28 3822 1340 (ext: 44) Fax: +84 28 3822 1338 Mobile: +84 932 696 121

In case of any inquiries during claim settlement, please contact:

Our TMIV hotline (24/7):

Ha Noi: 0915 34 14 99

Ho Chi Minh: 0934 38 34 84

TMIV e-mail: customer_service@tokiomarine.com.vn

Documentation required in case of a claim:

Basic Claim Requirements

1. Completed Travel Claim Form
2. Insurance Policy
3. Photocopy of Passport
4. Photocopy of Airline ticket/ Boarding Pass
5. Supporting documentation on incident's circumstances and claimed amount.

This claims procedure does not in any way override the terms and conditions of the policy and only serves as a reference for the general documentation required for each type of claim. Actual documents required will vary case by case.