## GLOBAL TRAVEL INSURANCE TERMS AND CONDITIONS – CORPORATE TRAVEL MATE

(Issued in accordance with Decision No 11/2025-QĐHN-TMIV dated 01<sup>st</sup> July, 2025 by General Director of Tokio Marine Insurance Vietnam Company Limited)

On the basis of the Policy Holder 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 Relative of 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 against the Insured Person's will for the purpose of demanding a ransom. This definition does not include cases where Child(ren) is/are kidnapped by their father and/or mother.
- 3. **Policyholder(s)** means an organization legally established and operating in Vietnam, or an individual in Vietnam aged 18 years or older with active legal capacity at the time of entering into the insurance policy and meet the conditions for purchasing insurance according to the rules, conditions and terms of insurance.
- **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 a mineral spring treatments or steam treatments, 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, a Clinic, Hospital and/or ambulance service for medical, surgical, laboratory tests, diagnostic imaging, 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 scheduled journey from Vietnam (or the location as stated in the Insurance Certificate) to a foreign country undertaken by an Insured Person and commences at the time the Insured Person leaves the place of exit area in Vietnam (or the location as stated in the Insurance Certificate) 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 (or the location as stated in the Insurance Certificate or the Schedule/Policy).
- **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 three (03) years period preceding the effective date of the Policy; or for which medical advice or treatment was recommended by a Physician within a three (03) years 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 three (03) years 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 Insurance Certificate, endorsements, Insurance Wording; wording summary, terms and conditions, application form, declarations of the Insured Person and attached papers together with other statement in writing shall be read together as one contract.

- **15. Annual Policy** means a policy issued for the selected plan where with one-year Period of Insurancewhere there is unlimited number of Trips during the Period of Insurance, the length of a Trip does not exceed ninety (90) days, unless otherwise specified in the Policy.
- **16. Terorrism** 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. Terorrism 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
- **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) whose life and health is covered under the Policy and named in the Policy as the Insured Person(s) meeting the eligibility requirements set forth in Article 7, Part IV of this Wording and subject to the applicable laws.

For "Per Trip Family Policy", "Family" includes:

- A maximum of 2 Adults who are not necessarily Relatives; and
- 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.
- If there are 2 or more people who have an employment relationship with each other, these people are not covered by the Family Policy per trip.

For "Annual Family Policy", the "Family" includes:

- The Insured Person;
- His/her legal spouse;
- Their legal children, provided that each child in an Annual Family Policy must be accompanied by at least one of the insured Adults under that Policy for any Trips made during the Period of Insurance.
- If there are 2 or more people who have an employment relationship with each other, these people are not covered by the Annual 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-in law, 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. The beneficiary means an organization or individual designated by the Policyholder or the Insured to receive the insurance proceeds as agreed in the Insurance Policy. The Beneficiary is designated by the Policyholder/Insured to receive all or part of the insurance benefits of the Insurance Policy The Beneficiary is named in the Insurance Application, Insurance Payment Request and in the Insurance Policy In case there is no Beneficiary designated, the Company will handle it in compliance with relevant laws.
- **29. 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.
- **30. Sickness** means any health condition showing symptoms of pathology which requires medical treatment (excluding dental conditions). Sickness leading to the claim is made provided the Sickness is not pre-existing and the nature of the Sickness is not excluded from the Policy.
- **31. Public Transport** shall mean any regularly scheduled mode of transportation provided and operated by a duly licensed carrier and meant for the local public interest as means to move around and recognised by respective countries (eg: bus, ferry, hovercraft, hydrofoil, ship, train, tram or underground train). This would exclude all modes of transportation which are chartered or arranged as part of a tour; even if these services are regularly scheduled. Common air carrier in this Policy is treated as public transport.
- **32. 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.
- **33. 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 jewelry, 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.

- **34. Period of Insurance** means the period of insurance specified in the Policy and specified in detail in Article 2, Part IV of the Wording.
- **35. Total Permanent Disablement** means in the event of any of the following:
  - The insured person loses, is completely paralyzed, and cannot recover the function of: both hands; or both legs; or one hand and one leg; or both eyes; or one hand and one eye; or one leg and one eye. In this case, complete loss, complete paralysis, and irrecoverable function of the hand is counted from the wrist upwards; complete loss, complete paralysis, and irreversible loss of leg function from the ankle up; complete and irreversible loss of eye function is understood as complete loss or complete blindness and other cases as listed in the attached table of permanent disability;
  - The insured person suffers from a physical injury of 81% or more, as confirmed by a medical authority or the Provincial Medical Council or a legal medical appraisal organization approved by the insurer or branch of foreign non-life insurer.
  - \* Certification that the insured person has completely lost body parts (hands, legs, or eyes) may be made immediately after the insurance event occurs or after the end of treatment.

Certification of complete paralysis and the inability to recover the function of the body parts or total blindness or physical injury of 81% or more shall be made no earlier than 180 days from the date of the insurance event or from the date the pathology is diagnosed.

Under the provisions of this Wording, total and permanent disability is determined only after the treatment of the physical injury has been completed.

- **36. 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.
- **37. 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.
- **38. 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 recognized institution of higher learning, unemployed/self-employed and unmarried.
- **39. 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

Where this benefit is included in the Policy, 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 shall pay the compensation according to the limits as specified in the Insurance Certificate or the Schedule/Policy 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% |
|-----------------------------|------|
| Total Permanent Disablement | 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 Insurance Certificate or Schedule/Policy for each Insured Person.

### 1.2. Accidental Death on Public Transport

Where this benefit is included in the Policy, in the event an Accident occurs whilst the Insured Person is in overseas and is a ticketed passenger on a Public Transport licensed to carry passengers, running on a scheduled basis, resulting in the Insured Person's Death. The Company shall pay the compensation according to the limit as specified in the Insurance Certificate or the Insurance Certificate or the Schedule/Policy.

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

Where this benefit is included in the Policy, if the Insured Person's Accidental Death Benefit is payable under benefit 1.1 or 1.2, at the date of the Accident, had a legal Child or Children, the Company shall pay the compensation according to the limit as specified in the Insurance Certificate or the Insurance Certificate or the Schedule/Policy as an education Allowance support 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

Where this benefit is included in the Policy, the Company will reimburse the Insured Person according to the limit as specified in the Insurance Certificate or the Schedule/Policy for 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 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 sum insured of Section 2.1. Overseas Medical Expenses.

Additional benefit:

This benefit also includes necessary Medical Expenses incurred for treatment in Vietnam for Injury resulting from an Accident sustained by the Insured Person while in Overseas, provided that due to force majeure, the Insured Person was unable to receive treatment overseas.

## 2.2. Emergency Medical Evacuation

In the event that the Insured Person sustains Injury or Sickness while in Overseas, during the period of insurance 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 as specified in the Insurance Certificate or the Schedule/Policy.

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.

The Insured Person agrees to reimburse the Company for these expenses if it is later determined that the claims previously paid under the Emergency Medical Evacuation benefit relate to an Injury or Sickness that is not covered under this policy.

#### 2.3. Repatriation of Mortal Remains

In the event that the Insured Person sustains Injury or Sickness while in Overseas during the period of insurance and results in Death 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 limit as specified in the Insurance Certificate or the Schedule/Policy.

The Company shall also reimburse to the Insured Person's lawful heir(s) the 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 as specified in the Insurance Certificate or the Schedule/Policy for the reasonable travel expenses (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 as specified in the Insurance Certificate or the Schedule/Policy 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

Where this benefit is included in the Policy, the Company will pay allowance per day for Hospitalization to the Insured Person, up to the limit as specified in the Insurance Certificate or the Schedule/Policy, if the Insured Person is hospitalized whilst Overseas, provided that there shall be a discharge certificate or medical record indicating the period of treatment or the statement of hospital fees, including room and board charges. The maximum payment amount shall not exceed the sum insured as specified in the Insurance Certificate or the Schedule/Policy.

## **SECTION 3 - TRAVEL ASSISTANCE**

## 3.1. Travel Cancellation

Where this benefit is included in the Policy, the Insured Person shall be indemnified, up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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

Where this benefit is included in the Policy, the Insured Person shall be indemnified, up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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

Where this benefit is included in the Policy, 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 limit as specified in the Insurance Certificate or the Schedule/Policy 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

Where this benefit is included in the Policy, the Company will pay for loss of economy class travel and accommodation expenses paid in advance, up to the limit as specified in the Insurance Certificate or the Schedule/Policy, 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

Where this benefit is included in the Policy, in the event the Insured Person is hospitalized overseas for more than five (5) days, the Company will pay but shall not exceed the limit as specified in the Insurance Certificate or the Schedule/Policy, 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

Where this benefit is included in the Policy, 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 (or other period specified in the Insurance Certificate or the Schedule/Policy) upon his/her arrival, the Company will pay the limit as specified in the Insurance Certificate or the Schedule/Policy for every such six (6) consecutive hours (or other period specified in the Insurance Certificate or the Schedule/Policy). 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

Where this benefit is included in the Policy, 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 (or other period specified in the Insurance Certificate or the Schedule/Policy) from the time specified in the itinerary supplied to the Insured Person to the departure time of actual itinerary, the Company will pay the limit as specified in the Insurance Certificate or the Schedule/Policy for every full six (6) consecutive hours of delay (or other period specified in the Insurance Certificate or the Schedule/Policy). The maximum payment amount shall not exceed the sum insured as specified in the Insurance Certificate or the Schedule/Policy

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.
- Arising from strike or industrial action existing on the date the Trip is arranged or the Policy was purchased, whichever 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

Where this benefit is included in the Policy, the Company will pay to the Insured Person up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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. 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. Any claim must be accompanied by written confirmation from the aforementioned authorities and supporting documents or receipts

- substantiating the value of the lost items. Compensation for items without proof of value shall be at the discretion of the Company, but in any case, shall not exceed the sum insured for this benefit as specified in the Insurance Certificate or the Schedule/Policy.
- 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 for each item shall not exceed the sum insured as specified for each item in the Insurance Certificate or the Schedule/Policy and the total maximum payment amount shall not exceed the sum insured as specified in the Insurance Certificate or the Schedule/Policy. (This maximum compensation includes the maximum compensation for Laptops specified in the Insurance Certificate). The compensation for Laptops owned by the Insured (where the insured is a legal entity) shall be considered and decided by the Company but shall not exceed the sum insured of this Benefit specified in the Insurance Certificate or Schedule/Policy.
- 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:

- 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.
- 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

Where this benefit is included in the Policy, the Company will pay the limit as specified in the Insurance Certificate or the Schedule/Policy 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 (or other period specified in the Insurance Certificate or the Schedule/Policy) 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

Where this benefit is included in the Policy, the Company will pay the Insured Person up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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, traveller's 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 the limit as specified in the Insurance Certificate or the Schedule/Policy.

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 traveller's 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

Where this benefit is included in the Policy, the Company will indemnify the Insured Person up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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 wilful, 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.
- 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

Where this benefit is included in the Policy, In the event that the Insured Person is held Hostage following a Kidnap, which occurs during a Trip overseas, the Company will pay the limit as specified in the Insurance Certificate or the Schedule/Policy for per every full 24-hours period, the maximum payment amount shall not exceed the sum insured as specified in the Insurance Certificate or the Schedule/Policy.

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

Where this benefit is included in the Policy, the Company will reimburse the Insured Person for any deductible up to the limit as specified in the Insurance Certificate or the Schedule/Policy 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:

- 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

Where this benefit is included in the Policy, the Company will pay the Insured Person, up to the limit as specified in the Insurance Certificate or the Schedule/Policy, 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 as specified in the Insurance Certificate or the Schedule/Policy, 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 included in the Policy, 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 the limit as specified in the Insurance Certificate or the Schedule/Policy 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

Where this benefit is included in the Policy, the Company will pay the Insured Person, up to the limit as specified in the Insurance Certificate or the Schedule/Policy, 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 – "Lost or Damage 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

Where this benefit is included in the Policy, the Company will indemnify the Insured Person, up to the limit as specified in the Insurance Certificate or the Schedule/Policy, 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;
- 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 Period of Insurance, through circumstances outside the Insured Person's control, the Trip is extended due to strike/industrial action, adverse weather conditions, mechanical breakdown/derangement and structural defect of public transport.

The Period of Insurance 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 (whichever 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 eighty (180) 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

Where this benefit is included in the Policy, 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 as specified in the Insurance Certificate or the Schedule/Policy 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:

 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 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. Treatment of sexually transmitted diseases (including the following diseases: Chancroid, granuloma inguinale, Gonorrhea, Syphilis, Genital Herpes, Genital warts, Molluscum contagiosum, pubic lice (also known as crab lice), Sickness associated with the human immunodeficiency virus (HIV), including AIDS-related syndromes and/or any complications or transformations:
- 12. Treatment of mental illnesses, memory impairment, neurasthenia, physical weakness (without a specific pathological cause), fatigue, insomnia (including sleep disorders), stress, mental retarded, autism;
- 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 in non-hazardous conditions but related to the use of lightweight tools or machines (i.e. tool makers, delivery services), dangerous job (i.e. heavy manual work related to the use of heavy tools or equipment, construction workers), 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 any country or territory that is subject to sanctions under applicable regulations.
- 23. Any loss, injury, damage or legal liability to individuals who are residents of any country or territory that is subject to sanctions under applicable regulations.
- 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 Wording.

#### 2. Insurance Period

The Period of Insurance will start when the Trip commences as specified in the Policy.

Coverage for benefits other than "3.14. Travel Cancellation" and "Travel Postponement" shall commences at the time the Insured Person leaves the place of exit area in Vietnam (or the location as stated in the Insurance Certificate) and ceases on whichever of the following occurs first:

- (i) The expiry of the Period of Insurance specified in the Insurance Certificate or the Schedule/Policy;
- (ii) Upon arrival into Vietnam after finish immigration administration (or the location as stated in Insurance Certificate or the Schedule/Policy.

#### 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. If any claim has been submitted to the Company, whether or not it is compensated, the Company will not refund the insurance premium.

## 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 Insurance Certificate or the Schedule/Policy.

## 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 insurance programs other than the highest insurance program 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 depedent 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

In case the insurance event occurs oversea and the claimable amount is denominated in a currency other than Vietnam Dong, It is noted and agreed that the rule of applying the exchange rate if the payment transaction is by a currency other than currency stated in policy schedule, it shall be converted to Vietnam Dong by the selling rate at the claim settlement and shown in the Claim Annoucement Form.

Subject to selling rate following the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) or the selling rate announced by any other legal credit institution if the exchange rate is not announced by Vietcombank.

#### 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, unless otherwise specified in the Policy. 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 as specified in the Insurance Certificate or the Schedule/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 two (02) 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. Collect insurance premiums under contractual terms and conditions;
- b. Request the policyholder to provide full and accurate information related to conclusion and execution of the insurance contract;
- c. Revoke the insurance contract as per clause 2 of Article 22 or unilaterally terminate the insurance contract under Article 26 herein;
- d. Reject payment of insurance claims or insurance if insurance claims fall outside of the limit of insured liability or fall within the scope of application of the disclaimer clause as provided in the insurance contract;
- e. Request the policyholder to apply loss prevention and control measures under this Law and other regulatory provisions of relevant law;

- f. Request the third party to repay the amount that the insurer or the foreign non-life insurer's branch pay as indemnity or coverage to the insured in case of loss or damage to property; economic interests or contractual or lawful obligations; civil liability that the third party causes;
- g. Other rights prescribed by law.

## 2. The Company shall have the obligations:

- a. Provide the policyholder with proposal and questionnaire related to insurable risks, subject matters insured, rules, terms and conditions of insurance;
- b. Give the policyholder with clear and full explanations about insurance benefits, clauses on disclaimer of insured liability, rights and obligations of the policyholder when concluding the insurance contract;
- c. Provide the policyholder with the proof of conclusion of the insurance contract prescribed in Article 18 herein;
- d. Issue premium invoices to the policyholder as agreed upon in the insurance contract and stipulated in regulatory provisions of relevant law;
- e. Pay indemnity and insurance in case of policy event that occurs;
- f. Give written explanations as to why payment of any insurance claim or coverage is rejected;
- g. Cooperate with the policyholder on settling third-party claims for compensation for any losses falling within the limit of insured liability in case of any policy event that occurs;
- h. Store and retain insurance contract-related documents and records under law;
- i. Ensure confidentiality and security for information provided by the policyholder or the insured, except as requested by competent regulatory authorities or agreed by the policyholder or the insured;
- j. Other obligations prescribed by law.

### 17.2. Rights and obligations of purchasers of insurance

#### 1. The Policyholder shall have the rights:

- a. Decide on the insurer or the foreign non-life insurer's branch with which the policyholder may conclude the insurance contract:
- b. Request the insurer or the foreign non-life insurer's branch to provide proposal and questionnaire related to risks covered against, subject matters insured, rules, terms and conditions of insurance, and interpret contractual terms and conditions;
- c. Request the insurer or the foreign non-life insurer's branch to provide proof of conclusion of the insurance contract referred to in Article 18 herein;
- d. Request the insurer or the foreign non-life insurer's branch to issue premium invoices as agreed upon in the insurance contract and stipulated in regulatory provisions of relevant law;
- e. Revoke the insurance contract under clause 3 of Article 22 and 35 or unilaterally terminate the insurance contract under Article 26 herein;
- f. Request the insurer or the foreign non-life insurer's branch to pay insurance claims or coverage or indemnity in case of any policy event that occurs;
- g. Transfer the insurance contract under contractual terms and conditions or as provided by law;
- h. Other rights stipulated by law.

# 2. The Policyholder shall have the obligations:

- a. Provide all full and accurate information related to the insurance contract upon the request of the insurer or the foreign non-life insurer's branch;
- b. Carefully read and understand policy terms and conditions, rights and obligations of the policyholder when entering into the insurance contract, and other contents of the insurance contract;
- c. Pay insurance premiums in full and on time under contractual terms and conditions;
- d. Inform the insurer or the foreign non-life insurer's branch of cases in which it is likely to assume aggregated or alleviated risks or additional liability during the contract term as agreed upon in the insurance contract;
- e. Inform the insurer or the foreign non-life insurer's branch of occurrence of any policy event as agreed upon in the insurance contract; cooperate with the insurer or the foreign non-life insurer's branch on insurance loss assessment;
- f. Apply loss prevention and control measures in accordance with this Law and other regulatory provisions of relevant law:

g. Other obligations prescribed 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 competent authority specified in the Insurance Certificate or the Schedule/Policy..

#### 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/ Insured/ Other Claimant (Hereinafter referred to as "Claimant Party") shall give a notice to the Company about the insured event, except in cases of force majeure or objective obstacles.

The cost of providing evidence as requested by the Company shall be borne by the Claimant Party.

The time limit for submitting a claim is one year from the occurrence of the insured event. The time of occurrence of force majeure or other objective obstacles shall not be counted towards the time limit for making an insurance claim or compensation.

At any time and upon request of the Insurance Company, the Claimant Party shall submit to the Company any necessary documents in support of the claim within sixty (60) days from the date of receipt of such requirement.

#### 2. Claim Documentation

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

### Tokio Marine Insurance Vietnam Co., Ltd. - Claim Department:

Email: customer service@tokiomarine.com.vn

#### **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.

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## **HCM Office**

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

14th Floor, Lim Tower 3,

No. 29A Nguyen Dinh Chieu, Da Kao, District 1, Ho Chi Minh City, Vietnam.

Tel: +84 28 3822 1340 Fax: +84 28 3822 1338

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

The form and method of providing claim documents and dossiers to the Company will be specified in accordance with the Claim Handling Guidelines which are published on the Company's website or e-commerce application applicable as of the time of claim submission.

## **Basic Claim Requirements**

After a notice of claim is received, the Company shall request the Policyholder or the Insured to provide the following claim documents:

- Fulfilled Claim Form (as per the latest template provided by the Company)
- Evidenced documents about the eligibility of the Insured: Policy Schedule, The Insured's Passport
- Evidenced documents about the insured event for which a claim arises: Airplane Ticket, Boarding Pass, Incident

report of Airline/related parties.

- Valid invoices, documents, and evidence related to medical examination and treatment (including a detailed list of expenses incurred)
- Other necessary documents as required by the Company

If any claim documents are made originally in a foreign language, the Company may request and instruct the Insured to have such documents translated, notarized, certified, or legalized at the Insured's expense to ensure compliance with the law of Vietnam.

The Insured may be required to undergo a medical examination upon the reasonable request of and at the expense of the Company whenever deemed necessary. The Company has the right to request an autopsy in the event of death if it does not violate applicable laws and regulations and/or does not affect any folk belief and customs.

## 3. Medical and Post-mortem Examinations

At their own expense, the Insured must provide the Company with certificates, information, and evidence as required by the Company. When reasonably requested, the Insured shall arrange to undergo a medical examination by a legally practicing physician designated by the Company. In the event of the Insured's death, unless otherwise required by law, the Company has the right to conduct a post-mortem examination at its own expense, and must be notified prior to burial or cremation, including the name and location of the designated investigation. In case of disagreement between the Company's physicians and the legally practicing physician of the Insured, the opinion of the Company's physician shall be recognized and binding on the Insured or their heirs, as applicable.

## 4. Time limit for claim settlement, and paying insurance proceeds:

Unless otherwise agreed, the time limit for settling a claim will be within 15 working days from the date the Company receives a completed and valid claim dossier requesting the indemnity or insurance payment. In case the dossier requires further investigation or verification, the time limit for settling a claim shall be extended and informed to the claimant.

The time limit for paying insurance proceeds: within 5 working days from the date the Company sends a notice on the acceptance of claim payment.

# 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.