

# TRIPCARE TRAVEL INSURANCE

POLICY WORDING: DOMESTIC ONE WAY PLAN



# DOMESTIC ONE WAY PLAN

PVI Insurance Corporation (“PVI Insurance”)

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

## PART I SUMMARY OF BENEFITS

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

Benefit		Amount of Benefit
<b>1. Personal Accident Benefit</b>		
1.1	<b>Personal Accident</b> <ul style="list-style-type: none"><li>- For Insured Person aged from 2 years to 75 years</li><li>- For Insured Person aged above 75 years</li><li>- For Insured Person aged from 7 days to under 2 years</li></ul>	Up to VND 1,000,000,000 Up to VND 500,000,000 Up to VND 100,000,000
<b>2. Travel Inconvenience Benefits</b> For Insured Person aged 2 years and above, except for Benefit 2.5 that is applied to Insured Person aged 7 days and above.		
2.1	<b>Trip Cancellation</b>	Up to the original flight cost
2.2	<b>Accompanying Baggage and Personal Effects</b> <ul style="list-style-type: none"><li>- Loss or damage to baggage, clothing, and personal effects of the Insured Person</li></ul>	Up to VND 20,000,000 (Limit for any one Item: VND 3,000,000)
2.3	<b>Airline Flight Delay</b> <ul style="list-style-type: none"><li>- Payment for every 4 hour period of delay from the original departure Scheduled Flight</li></ul>	Up to VND 1,000,000 (VND 200,000 per 4 hour delay period)
2.4	<b>Baggage Delay after 8 hours</b> <ul style="list-style-type: none"><li>- Payment for every 8 hour period of baggage delay at the scheduled Destination</li></ul>	Up to VND 1,600,000 (VND 480,000 per 8 hour delay period)
2.5	<b>Loss of Travel Document</b>	Up to VND 5,000,000
2.6	<b>Aircraft Hijack Coverage</b> <ul style="list-style-type: none"><li>- Payment for every 8 hour period of Hijack</li></ul>	Up to VND 4,200,000 (VND 2,100,000 per 8 hour period of Hijack)

## PART II DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hospital:** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental

or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

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

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

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

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

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

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

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

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

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

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

Physician shall exclude:

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

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

- a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or

- b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or
- c) required the taking of prescribed drugs or medicine.

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

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

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

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

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

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

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

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

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

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

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

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

**PART III  
PERIOD OF INSURANCE**

**1. Commencement of Cover**

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

**2. Expiry of Cover**

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

**3. Other Limitations**

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

**PART IV  
BENEFITS**

**1. Personal Accident Benefits**

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

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

Provided that:

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

**Exposure and Disappearance Extension:**

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

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

**2. Travel Inconvenience Benefits**

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

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

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

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

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

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

- a) criminal acts committed by the Insured Person;
- b) war, civil war, riot, popular movements, terrorist acts;

- c) any Pre-existing medical conditions;
- d) any effect of a source of radioactivity;
- e) pollution;
- f) Epidemic;
- g) natural catastrophes including, without limitation, volcanic eruptions; or
- h) climatic events including, without limitation, snow and/or wind

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

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

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

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

whilst the Insured Person on board the Scheduled flight.

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

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

as determined by PVI Insurance in its sole discretion.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provided that:

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

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

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

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

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

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

Commencement of Cover;

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

- c) a purveyor of nuclear, chemical or biological weapons; or
- d) a narcotics trafficker.

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

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

## PART VI GENERAL CONDITION

### **1. Severability**

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

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

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

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy wording and shall be made prior to the issuance date of the

Policy, unless PVI Insurance agrees otherwise in writing.

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

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

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

### **4. Alterations**

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

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

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

### **6. Compensation Limit**

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

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

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

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

### **7. Ages**

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

### **8. Time**

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

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

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

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

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

Failure to comply with this condition may prejudice the claim.

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

## **11. Proof of Loss**

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

## **12. Indemnification**

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

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

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

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

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

### **14. Medical Examination**

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

### **15. Governing law**

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

### **16. Privacy Statement**

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

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

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

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

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

### **19. Sanctions Clause**

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

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

### **20. Receipts**

Any trust, charge, lien, assignment, or other similar dealing with this Policy wording by an



Insured Person shall not be binding on PVI Insurance.

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

**21. Rights of Nominee**

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

**22. Rights of Ownership**

The policy owner is the Insured Person.

**23. Legal Proceedings**

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

**24. Dissolution Clause**

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

**25. Free Look Period**

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

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

**26. Sole Responsibility of PVI Insurance**

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

**27. Language Prevails**

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

**28. Duplication of Cover**

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

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

## **PVI Insurance Corporation**

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