

# BAMBOOCARE TRAVEL INSURANCE

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# GENERAL TERMS AND CONDITIONS

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## **1. Some related definitions**

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

**Trip:** means the trip made by the Insured Person from Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.

**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.

## **2. Insurance premium:**

We adhere to providing fair and transparent pricing for BambooCARE Travel insurance service. We want you to understand the factors that influence our pricing policies so you can make informed decisions about your coverage.

- **Better premium available for early service bookings:** We strongly recommend our valued customers to meticulously plan and secure travel insurance well in advance of your impending journey. This offers not only peace of mind but also considerable cost savings.
- **Voluntary last-minute alterations/Close to departure date or Trip duration changes:** Modifying your travel insurance or adjusting your Trip duration in proximity to your departure date may entail increased insurance premium.

We believe that understanding the pricing policy of this insurance product will help you plan your trip and purchase insurance more effectively. It ensures that you get the best value for your travel insurance, with cover tailored to your needs.

We understand that situations can change, and we will be here to assist you with your travel insurance needs. Our Customer Service team is available to answer any questions or provide clarification on our pricing policies. We want to ensure you have a worry-free journey and the peace of mind that comes with comprehensive travel insurance.

## **3. Calculating Trip Duration**

We are always ready to assist you in gaining a better understanding and taking advantage of all the benefits of BambooCARE Insurance. Therefore, we would like to share with you how to calculate your Trip duration using the following formula:

**"Trip Duration" = "Arrival date at the final destination of the journey" - "Departure date" + 1**

The maximum duration of insurable return trip is 182 days, if the duration of your trip is over 182 days, BambooCARE Insurance will not be offered in the booking path.

## **4. Free look period:**

Our valued customers are given ample time to consider whether to continue their insurance coverage or cancel it.

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

To request the cancellation of insurance, please contact PVI Insurance at the hotline number (+84) 243 388 2088 to initiate the cancellation process. The insurance refund will be processed within 30-45 working days in accordance with the terms and conditions of Bamboo Airways and PVI Insurance.

BambooCARE Insurance – Policy Wording, Vietnam. Published 09/2023

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We highly appreciate your decision in choosing BambooCARE Insurance. We are committed to providing the best service and ensuring that you have a peaceful and comfortable journey accompanied by comprehensive travel insurance.

## ***5. Changes and Instructions***

### ***5.1 Customer Requests Changes:***

In case the Customer proactively requests the Airline to change your flight, please contact PVI Insurance at the hotline number (+84) 243 388 2088, to update on changes and adjust insurance premiums accordingly.

- **Changes No Impact on Insurance Premium**

Changes No Impact on Insurance Premium: These adjustments include typographical errors, additions, or modifications to customer information such as Full name, date of birth, or changing to a new itinerary with the same duration as the original flight without impacting insurance premium.

- **Changes Impact on Insurance Premium:**

Changes Impact on Insurance Premium result in an increase or decrease in premium due to adjustments such as passenger splitting, changing reservations to a different date, altering the flight itinerary with a change in the duration of the trip, or modifying the travel itinerary close to the departure date, leading to the change(s) in insurance premium.

### ***5.2 Airline changes Customer flight itinerary:***

- In case please contact PVI Insurance at least 24h before the first departure date issued in the flight ticket to amend the policy the via Hotline 02433882088 or email [bamboocare.support@pvi.com.vn](mailto:bamboocare.support@pvi.com.vn) and provide proof that the flight was changed due to the Airlines.
- Upon receiving information from our valued customers regarding flight schedule changes made by Bamboo Airways (within 24 hours before the scheduled departure time), PVI Insurance will adjust the insurance certificate with the rule of +/- 3 days as below:
  - **The rule of +/- 03 days:** Extension of insurance coverage up to maximum 3 days (only for the return flight). The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by Airline. PVI Insurance, will honor valid claims in such a scenario.
  - **Changes applying rule of +/- 3 days** for the below cases:
    - Airlines cancel the return flight or delays the flight more than 03 hours before the scheduled departure time or
    - Airline changes the customer's return flight within 24 hours before the scheduled departure time.
  - **Changes applying rule of +/- 3 days** can be done as below:
    - Changes in the itinerary within the range of +/- 03 days (only for the return flight) do not require any action on your part. The insurance coverage will apply to the new schedule, following PVI Insurance's Policy Wording.
    - For changes in the itinerary exceeding +/- 03 days (only for the return flight) please contact PVI Insurance at the hotline number (+84) 243 388 2088 to update the relevant modifications.
- In case of other situations that the airline changes, it will be applied according to the case of "Customer Requests Changes"

These procedures ensure that your insurance coverage accurately reflects your information and travel plans, providing you with the appropriate protection.

## ***5.3 Important Notes***

BambooCARE Insurance – Policy Wording. Vietnam. Published 09/2023

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We would like to share the following important notes with you:

Any financial-related changes (Impact on Insurance Premium) result in a change in premium. If the premium is increased, you will be required to pay an additional premium. However, if the premium is decreased, it will not be refunded.

We hope that our customers understand the pricing policy of the product so that you can plan for your trip and purchase the appropriate insurance coverage.

#### **6. Claims Process Guide:**

<b>Claims Resolution Stages</b>	<b>Process and goals</b>
a. Submission & Confirmation:	Compensation claims and additional documentation submitted via email will be promptly confirmed.
	Compensation claims and additional documentation sent via express mail will be copied into the claims management system and confirmed within 5 working days.
b. Claims Processing:	Within 5 working days, the claims department will review compensation claims and make a decision regarding the scope of insurance coverage or request additional documentation if the initial submission is incomplete.
c. Ongoing Processing and Monitoring:	If no response is received from the customer within 2 weeks, a reminder letter will be sent. After an additional 2 weeks, in the absence of a response, a follow-up reminder will be sent, stating that if no response is received, PVI will consider the customer to have withdrawn their compensation request. In the subsequent 2 weeks, if no response is received, PVI will send an email or letter notifying the closure of the compensation claim.
d. Compensation:	Compensation funds will be transferred within 5 working days after receiving confirmation and may be processed through the following methods: - Transferring funds to the insured party's bank account, or: - Cash compensation: This method is applicable when the compensation amount is less than 20 million VND.
e. Dispute Resolution:	In cases where the insured party disagrees with the decision to deny compensation or the compensation amount, PVI will conduct an internal review and respond to the insured party. If the insured party remains dissatisfied after the internal review, they may initiate necessary procedures with the court.

We are committed to ensuring that the claim resolution process is fair, transparent and we are always ready to assist you at every stage of this process.

Please send your compensation claims to the contact address provided below:

#### **North Customer Services Office PVI Insurance Corporation**

Address: 19th Floor, PVI Tower, No. 1 Pham Van Bach, Yen Hoa Ward, Cau Giay District, Hanoi

Hotline: (+84) 24 3388 2088

Email: [bamboocare.support@pvi.com.vn](mailto:bamboocare.support@pvi.com.vn)

We appreciate your trust in choosing Bamboo Airways' services. We always hope that you will have a safe and memorable flight.

# SUMMARY OF BENEFITS OF BAMBOOCARE

## SUMMARY OF BENEFITS FOR ZONE 1: DOMESTIC VIETNAM

The complete benefits and benefit limits to protect travellers from any inconveniences and risks that may occur during domestic trips.

No.	Benefits	Benefit Limits	
		Zone 1: Domestic Vietnam	
		Round trip	Oneway
<b>PERSONAL ACCIDENT</b>			
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000	
	For Insured Person aged above 75 years	Up to VND 500.000.000	
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000	
<b>2 MEDICAL AND EVACUATION EXPENSES</b>			
<b>Medical Expenses:</b> Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip.			
– <b>Medical Reimbursement due to Accident</b>			
– <b>Medical Reimbursement due to Sickness</b> ( <i>only apply for Insured Persons from 2 years to 85 years with sublimit: VND 200.000.000</i> )			
2.1	For Insured Person aged from 14 days to under 2 years	Up to VND 150.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 350.000.000 (sub limit for Medical Expenses due to Sickness: VND 200.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 275.000.000 (sub limit for Medical Expenses due to Sickness: VND 200.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 75.000.000 (due to accident only)	Not applicable
<b>Emergency Medical Evacuation</b>			
– <b>Emergency Medical Evacuation due to Accident</b>			
– <b>Emergency Medical Evacuation due to Sickness</b> ( <i>only apply for Insured Persons from 2 years to 85 years with sublimit: VND 200.000.000</i> )			
2.2	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 300.000.000 (sub limit for Medical Evacuation due to Sickness: VND 200.000.000)	Not applicable

	For Insured Person aged from 75 years to 85 years	Up to VND 250.000.000 (sub limit for Medical Evacuation due to Sickness: VND 200.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>Mortal Remains Repatriation</b>			
– <b>Mortal Remains Repatriation due to Accident</b>			
– <b>Mortal Remains Repatriation due to Sickness</b> ( <i>only apply for Insured Persons from 2 years to 85 years with sublimit: VND 100.000.000</i> )			
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
<b>2.3</b>	For Insured Person aged from 2 years to 75 years	Up to VND 200.000.000 (sub limit for Medical Evacuation due to Sickness: VND 100.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 150.000.000 (sub limit for Medical Evacuation due to Sickness: VND 100.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>2.4</b>	<b>24-Hours Worldwide Medical and Travel Assistance Services</b>	Included	Not applicable
<b>3 TRAVEL INCONVENIENCE BENEFITS</b>			
For Insured Person aged from 2 years and above, except for Benefit Loss of Travel Documents that is applied to Insured Person aged 14 days and above			
<b>3.1 Flight Cancellation</b>			
	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost	Up to the original flight cost
<b>3.2 Accompanying Baggage and Personal Effects</b>			
	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
<b>3.3 Airline Flight Delay</b>			
	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)

<b>3.4 Baggage Delay</b>		
Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
<b>3.5 Loss of Travel Document</b>	Up to VND 2.500.000	Up to VND 2.500.000
<b>3.6 Aircraft Hijack Coverage</b>		
Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)
<b>4 ADDITIONAL COVERAGE</b>		
Automatic Extension of the Period of insurance	Up to 7 days	Not applicable



## SUMMARY OF BENEFITS FOR ZONE 2: ASEAN

No.	Benefits	Benefit Limits	
		ZONE 2: ASEAN	
		Round trip	Oneway
<b>PERSONAL ACCIDENT</b>			
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000	
	For Insured Person aged above 75 years	Up to VND 500.000.000	
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000	
<b>2 MEDICAL AND EVACUATION EXPENSES</b>			
<p><b>Medical Expenses:</b> Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip. Including the following up treatment in Vietnam up to VND 105.000.000 (only applied for Insured Person aged from 2 years to 85 years).</p> <ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Accident</b></li> </ul>			
2.1	<ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 850.000.000</i>)</li> </ul>		
	For Insured Person aged from 14 days to under 2 years	Up to VND 200.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 950.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 100.000.000 (due to accident only)	Not applicable
<b>Emergency Medical Evacuation</b>			
2.2	<ul style="list-style-type: none"> <li>– <b>Emergency Medical Evacuation due to Accident</b></li> <li>– <b>Emergency Medical Evacuation due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 950.000.000</i>)</li> </ul>		
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Evacuation due to Sickness: VND 950.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 1.000.000.000 (sub limit for Medical Evacuation due to Sickness: VND 950.000.000)	Not applicable

		VND 950.000.000)	
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>Mortal Remains Repatriation</b>			
2.3	– <b>Mortal Remains Repatriation due to Accident</b>		
	– <b>Mortal Remains Repatriation due to Sickness</b> ( <i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 400.000.000</i> )		
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 500.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 450.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>Compassionate Visits Coverage</b>			
2.4	For Insured Person aged 2 years old and above	Up to the original flight cost	Not applicable
<b>Return of Children</b>			
2.5	For Insured Person's Insured child(ren) aged from 14 days to under 14 years	Up to the original flight cost	Not applicable
2.6	<b>24-Hours Worldwide Medical &amp; Travel Assistance Services</b>	Included	Not applicable
<b>TRAVEL INCONVENIENCE BENEFITS</b>			
3	<i>For Insured Person aged from 2 years and above, except for Loss or Damage to Travel Document Benefit that is applied to Insured Person aged 14 days and above</i>		
<b>Flight Cancellation</b>			
3.1	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost	Up to the original flight cost
	<b>Trip Curtailment</b>		
	Reimbursement for the cost of the flight if the Insured Person has the Trip Curtailed due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost	Not applicable
<b>3.2 Accompanying Baggage and Personal Effects</b>			

	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
<b>Airline Flight Delay</b>			
<b>3.3</b>	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)
<b>3.4</b>	<b>Missed Connecting Flight</b>	Up to VND 1.000.000 (VND 200.000 per 4-hours delay period)	Up to VND 1.000.000 (VND 200.000 per 4-hours delay period)
<b>3.5</b>	<b>Baggage Delay</b>		
	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
<b>3.6</b>	<b>Loss or Damage to Travel Documents</b>	Up to VND 2.500.000	Up to VND 2.500.000
<b>3.7</b>	<b>Aircraft Hijack Coverage</b>		
	Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)
<b>4</b>	<b>ADDITIONAL COVERAGE</b>		
	Automatic Extension of the Period of insurance	Up to 7 days	Not applicable

## SUMMARY OF BENEFITS FOR ZONE 3: ASIA & WORLDWIDE (EXCLUDING CUBA)

No	Benefits	Benefit Limits	
		Zone 3: Asia & Worldwide (Excluding Cuba)	
		Roundtrip	Oneway
<b>PERSONAL ACCIDENT</b>			
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000	
	For Insured Person aged above 75 years	Up to VND 500.000.000	
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000	
<b>2 MEDICAL AND EVECUTION EXPENSES</b>			
<b>Medical Expenses:</b> <i>Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip. Including the following up treatment in Vietnam up to VND 105.000.000 (only applied for Insured Person aged from 2 years to 85 years).</i>			
2.1	<ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Accident</b></li> <li>– <b>Medical Reimbursement due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 850.000.000</i>)</li> </ul>		
	For Insured Person aged from 14 days to under 2 years	Up to VND 200.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 950.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 100.000.000 (due to accident only)	Not applicable
<b>Emergency Medical Evacuation</b>			
2.2	<ul style="list-style-type: none"> <li>– <b>Emergency Medical Evacuation due to Accident</b></li> <li>– <b>Emergency Medical Evacuation due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 2.000.000.000</i>)</li> </ul>		
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 2.100.000.000 (sub limit for Medical Evacuation due to Sickness: VND 2.000.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 2.050.000.000 (sub limit for Medical Evacuation due to Sickness: VND 2.000.000.000)	Not applicable

	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>Mortal Remains Repatriation</b>			
2.3	<ul style="list-style-type: none"> <li>– <b>Mortal Remains Repatriation due to Accident</b></li> <li>– <b>Mortal Remains Repatriation due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 400.000.000</i>)</li> </ul>		
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)	Not applicable
	For Insured Person aged from 2 years to 75 years	Up to VND 500.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)	Not applicable
	For Insured Person aged from 75 years to 85 years	Up to VND 450.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)	Not applicable
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)	Not applicable
<b>Compassionate Visits Coverage</b>			
2.4	For Insured Person aged 2 years old and above	Up to the original flight cost	Not applicable
<b>Return of Children</b>			
2.5	For Insured Person's Insured child(ren) aged from 14 days to under 14 years	Up to the original flight cost	Not applicable
2.6	<b>24-Hours Worldwide Medical and Travel Assistance Services</b>	Included	Not applicable
<b>TRAVEL INCONVENIENCE BENEFITS</b>			
3	For Insured Person aged from 2 years and above, except for Loss or Damage to Travel Document Benefit that is applied to Insured Person aged 14 days and above		
<b>Flight Cancellation</b>			
3.1	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost	Up to the original flight cost
	<b>Trip Curtailment</b>		
	Reimbursement for the cost of the flight if the Insured Person has the Trip Curtailed due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost	Not applicable
<b>Accompanying Baggage and Personal Effects</b>			
3.2	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20.000.000 (Limit for any one Item: VND 3.000.000)	Up to VND 20.000.000 (Limit for any one Item: VND 3.000.000)

**Airline Flight Delay**

<b>3.3</b>	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
<b>3.4</b>	<b>Missed Connecting Flight</b>	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
<b>3.5</b>	<b>Baggage Delay</b>		
	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
<b>3.6</b>	<b>Loss or Damage to Travel Document</b>	Up to VND 10.000.000	Up to VND 10.000.000
<b>3.7</b>	<b>Aircraft Hijack Coverage</b>		
	Payment for every 6-hours period of Hijack	Up to VND 5.000.000 (VND 1.000.000 per 6 hours period of Hijack)	Up to VND 5.000.000 (VND 1.000.000 per 6 hours period of Hijack)
<b>4</b>	<b>ADDITIONAL COVERAGE</b>		
	Automatic Extension of the Period of insurance	Up to 7 days	Not applicable

# Domestic One Way Plan Policy

## Summary of Benefits

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

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>PERSONAL ACCIDENT</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
<b>2 TRAVEL INCONVENIENCE BENEFITS</b>		
For Insured Person aged from 2 years and above, except for Benefit 2.5 that is applied to Insured Person aged 14 days and above		
2.1	<b>Flight Cancellation</b> Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 2.1 of the Policy	Up to the original flight cost
<b>2.2 Accompanying Baggage and Personal Effects</b>		
	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
<b>2.3 Airline Flight Delay</b>		
	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)
<b>2.4 Baggage Delay</b>		
	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
2.5	<b>Loss of Travel Document</b>	Up to VND 2.500.000
<b>2.6 Aircraft Hijack Coverage</b>		
	Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)

## Definitions

PVI Insurance Corporation (“**PVI Insurance**”)

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airlines ”</b>	means an airline incorporated and operating under Vietnamese laws.
<b>“Air Ticket”</b> (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.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Domestic One Way Plan.
<b>“Civil War”</b>	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.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Flight Schedule.
<b>“Hospital”</b>	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.
<b>“Immediate Family Member”</b>	means an Insured Person’s legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>“Insured Person”</b>	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).
<b>“Itinerary”</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled “Itinerary”.
<b>“Limb”</b>	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.
<b>“Loss of Sight”</b>	refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

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<b>“Permanent Total Disablement”</b>	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.
<b>“Physician”</b>	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.
<b>“Pre-Existing Condition”</b>	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 90 day 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.
<b>“Purchaser of Insurance”</b>	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.
<b>“Reasonable and Customary Charges”</b>	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.

<b>"Scheduled Flight"</b>	<p>means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary.</p>
<b>"Serious Illness"</b>	<p>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.</p>
<b>"Sickness/Illness"</b>	<p>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.</p>
<b>"Summary of Benefits"</b>	<p>means the summary of benefits listed in this Policy.</p>
<b>"Trip"</b>	<p>means the trip made by the Insured Person within Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.</p>
<b>"Hijack"</b>	<p>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.</p>

## Period of Insurance

<b>Commencement of Cover</b>	<p>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.</p> <p>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.</p>
<b>Expiry of Cover</b>	<p>a) Except for Flight Cancellation benefit, the cover ends upon the Insured Person's arrival to the airport at the Destination.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

# Benefits

## Section 1 – Personal Accident Benefits

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

Table of Compensation		
	Events	Percentage of Amount of Benefit
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, 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.

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 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.

## Section 2 – Travel Inconvenience Benefits

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

### 2.1 Flight Cancellation

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

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- (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 – Flight 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**

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) 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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

The basis of indemnity shall be either the lesser of:

- a) the original cash value of the items less depreciation;
- 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.

Losses or damages must be reported to the authorized representative of the airline at the airport where the insured person disembarked from the aircraft. Any compensation requests must be accompanied by written confirmation from the authorized representative of the airline.

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) all 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, computer or telephone equipment, and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to 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;
  - (xi) perishables and consumables; or
  - (xii) sporting equipment, including, without limitation, ski sets, bicycles, sailboards, golf clubs and tennis rackets, except whilst checked in as baggage.
- b) PVI Insurance shall not be liable for any loss or damage resulting from:
  - (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority;
  - (iii) criminal acts; or
  - (iv) gradual deterioration or wear and tear;

- (v) insects or vermin;
  - (vi) inherent vice or damage;
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, 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 not been effected.

### **2.3 Airline Flight Delay**

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) resulting from the failure of the Insured Person to check-in according to the itinerary supplied to him/her;
- b) resulting from strike or industrial action of companies/carriers other than Airline and already in existence on the date the Flight is arranged;
- c) resulting from the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action); or
- d) resulting from a cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure; or
- e) where the Insured Person fails 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**

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**

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**

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.

## **General Exclusions Applicable to All Sections**

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The Policy does not cover:

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; any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
4. any Insured Person below the age of 14 days (calculated since last birthday as at the date of insurance purchased);
5. 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;
6. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
7. 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;
8. any Pre-Existing Condition;
  9. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
  10. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
  11. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
  12. psychosis, mental or nervous disorders or sleep disturbance disorders;
  13. cosmetic or plastic surgery or any elective surgery;
  14. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
  15. any form of dental care or surgery unless necessitated by injury caused by an Accident covered under this Policy to sound and natural teeth;
  16. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
  17. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, 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 the presence of any Human Immune Deficiency Virus or antibodies to such Virus);
  18. 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;
  19. driving or riding in any kind of race involving motorized vehicles;
  20. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
  21. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
  22. 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;
  23. 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;
  24. Investigation which is not medically necessary, or convalescence, custodial or rest care;
  25. 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)
  26. an Epidemic.
  27. Losses which are indirect and consequential in nature.



## General Conditions Applicable to entire Policy

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### 1. Severability

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

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

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

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment to the Insured Person under this Policy 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, 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 and this Policy 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 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 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 (Applied to the Main Benefits)

The compensation limit is that expressed in the Summary of Benefits in Section 1 of this Policy.

Infants (from 14 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

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

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

7. Ages

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

8. Time

Any reference to a time or a date in the policy context or in the context of a coverage period 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, 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, 2.4 or 2.6 of this Policy, 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. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

16. 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.

17. Sanctions Clause

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy 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 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 and/or PVI Insurance, its parent company or its ultimate controlling entity.

18. Receipts

Any trust, charge, lien, assignment, or other similar dealing with this Policy 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 the PVI Insurance's liability under this Policy.

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

23. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

24. Sole Responsibility of PVI Insurance

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

25. Language Prevails

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

26. 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.

## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities. Mountaineering and 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./

# Domestic Return Plan Policy

## Summary of Benefits

Summary of Benefits issued exclusively to passengers who purchase a return trip domestic flight from Airline and purchase insurance from PVI Insurance.

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>PERSONAL ACCIDENT</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
2	<b>MEDICAL AND EVACUATION EXPENSES (*)</b>	
<b>Medical Expenses:</b> <i>Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip</i>		
<ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Accident</b></li> <li>– <b>Medical Reimbursement due to Sickness</b> <i>(only apply for Insured Persons from 2 years to 85 years with sublimit: VND 200.000.000)</i></li> </ul>		
2.1	For Insured Person aged from 14 days to under 2 years	Up to VND 150.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 350.000.000 (sub limit for Medical Expenses due to Sickness: VND 200.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 275.000.000 (sub limit for Medical Expenses due to Sickness: VND 200.000.000)
	For Insured Person aged above 85 years	Up to VND 75.000.000 (due to accident only)
<b>Emergency Medical Evacuation</b>		
<ul style="list-style-type: none"> <li>– <b>Emergency Medical Evacuation due to Accident</b></li> <li>– <b>Emergency Medical Evacuation due to Sickness</b> <i>(only apply for Insured Persons from 2 years to 85 years with sublimit: VND 200.000.000)</i></li> </ul>		
2.2	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 300.000.000 (sub limit for Medical Evacuation due to Sickness: VND

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	200.000.000)
For Insured Person aged from 75 years to 85 years	Up to VND 250.000.000 (sub limit for Medical Evacuation due to Sickness: VND 200.000.000)
For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)

### **Mortal Remains Repatriation**

- **Mortal Remains Repatriation due to Accident**
- **Mortal Remains Repatriation due to Sickness** (*only apply for Insured Persons from 2 years to 85 years with sublimit: VND 100.000.000*)

2.3	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 200.000.000 (sub limit for Medical Evacuation due to Sickness: VND 100.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 150.000.000 (sub limit for Medical Evacuation due to Sickness: VND 100.000.000)
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)
2.4	<b>24-Hours Worldwide Medical and Travel Assistance Services</b>	Included

### **3 TRAVEL INCONVENIENCE BENEFITS**

For Insured Person aged from 2 years and above, except for Benefit 3.5 that is applied to Insured Person aged 14 days and above

3.1	<b>Flight Cancellation</b> Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost
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### **3.2 Accompanying Baggage and Personal Effects**

	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
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### **3.3 Airline Flight Delay**

	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)
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### **3.4 Baggage Delay**

	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
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### **3.5 Loss of Travel Document**

		Up to VND 2.500.000
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### **3.6 Aircraft Hijack Coverage**

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Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)
<b>4 ADDITIONAL COVERAGE</b>	
Automatic Extension of the Period of insurance	Up to 7 days

(\*) Note:

- For Accidental Medical expense (including Medical expense incurred due to Accidents, Medical and evacuation expenses due to Accidents, Mortal Remains Repatriation due to Accidents): Apply according to "**Main Benefits - Part 2 - Medical and evacuation expenses**".
- For expenses incurred due to Sickness (including Medical expense incurred due to Sickness, Medical and evacuation expenses due to Sickness, Mortal Remains Repatriation due to Sickness): Apply according to "**Medical Expenses Rider Benefits**".



## Definitions

PVI Insurance Corporation (“**PVI Insurance**”)

Applied to the Main benefits

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airlines ”</b>	means an airline incorporated and operating under Vietnamese laws.
<b>“Air Ticket”</b> (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.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Domestic Return Plan.
<b>“Civil War”</b>	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.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Flight Schedule.
<b>“Hospital”</b>	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.
<b>“Immediate Family Member”</b>	means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>“Insured Person”</b>	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).
<b>“Itinerary”</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled “Itinerary”.

<b>"Limb"</b>	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.
<b>"Loss of Sight"</b>	refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
<b>"Permanent Disablement"</b>	<b>Total</b> 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.
<b>"Physician"</b>	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.
<b>"Pre-Existing Condition"</b>	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 90 day 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.
<b>"Purchaser of Insurance"</b>	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.
<b>"Reasonable and Customary Charges"</b>	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.

<b>"Scheduled Flight"</b>	<p>means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary.</p>
<b>"Serious Illness"</b>	<p>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.</p>
<b>"Sickness/Illness"</b>	<p>means any noticeable change in the physical health of an Insured Person 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.</p>
<b>"Summary of Benefits"</b>	<p>means the summary of benefits listed in this Policy.</p>
<b>"Trip"</b>	<p>means the trip made by the Insured Person within Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.</p>
<b>"PVI Assistance"</b>	<p>PVI Assistance is an organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.</p>
<b>"Hijack"</b>	<p>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.</p>

## Period of Insurance

<b>Commencement of Cover</b>	<p>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.</p> <p>b) The cover for Flight Cancellation benefits takes effect either on the date of issuance of the insurance policy or 60 days prior to the first departure date, whichever is later</p>
<b>Expiry of Cover</b>	<p>a) Except for Flight Cancellation benefit, the cover ends once the Insured Person has left the airport premises at the return Destination or upon expiry of 182 days from the First Departure Date, whichever comes first.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

## Main Benefits

### Section 1 – Personal Accident Benefits

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

Table of Compensation		
	Events	Percentage of Amount of Benefit
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, 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.

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 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.

### Section 2 – Medical and Evacuation Expenses

#### 2.1 Accidental Medical Reimbursement

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

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

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

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

## **2.2 Emergency Medical Evacuation**

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

In the event that medical repatriation is necessary, PVI Assistance will repatriate the Insured Person back to his/her home or habitual residence in Vietnam. Alternatively, PVI Assistance will arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified in the Summary of Benefits. Cover under this section 2.2 does not extend to repatriation of the Insured Person to a habitual residence outside of Vietnam.

## **2.3 Mortal Remains Repatriation**

In the event of Accidental Death PVI Assistance will organize the repatriation of the Insured Person's mortal remains to his/her habitual residence in Vietnam subject to the maximum limit in the Summary of Benefits. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation. Cover under this section 2.3 does not extend to repatriation of mortal remains to a habitual residence outside of Vietnam.

This Policy will only pay for any claim under Section 2.2 - Emergency Medical Evacuation or Section 2.3 - Mortal Remains Repatriation but not both.

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

PVI Insurance is not liable to pay:

- a) costs for medical care except that prescribed by a Physician or which is delivered by a Hospital;
- b) for any loss which is directly or indirectly, in whole or in part, due to:
  - (i) foreign or Civil War, whether declared or not;
  - (ii) the effect of drugs, medication or treatment not prescribed by a Physician;
  - (iii) the influence of alcohol characterized by a blood alcohol level of the Insured Person equal to or superior to that fixed by the laws of Vietnam regulating the use of automobiles;
  - (iv) suicide, attempted suicide or intentionally self-inflicted injury;
  - (v) participation by the Insured Person in any competition involving the use of motorized land, water or air vehicle;
  - (vi) participation by the Insured Person in any professional sports;
  - (vii) the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>;

- (viii) the Insured Person flying whether as a fare-paying passenger or not, in or on an aircraft which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - (ix) the Insured Person's active service in any of the armed forces of any nation;
  - (x) the participation or involvement of the Insured Person in a criminal act;
  - (xi) the Insured Person's practice or utilization, either as pilot or passenger, of a Ultra-light motor glider(ULM), sailplane, hand glider, parasail, parachute, hot air balloon, or similar service, or engaging in any aerial flight other than that as previously expressed.
- c) PVI Insurance is not liable for expenses incurred:
- (i) for any other medical care except as provided in the Medical Expenses described above;
  - (ii) any Pre-Existing Condition;
  - (iii) pregnancy and its consequences;
  - (iv) mental or emotional disorder;
  - (v) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
  - (vi) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (vii) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
  - (viii) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident which makes usage medically necessary;
  - (ix) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
  - (x) non-emergency medical check-ups; or
  - (xi) vaccinations and their complications.

### **Section 3 – Travel Inconvenience Benefits**

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

#### **3.1 Flight Cancellation**

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Flight Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight on the First Scheduled Departure Date 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 3.1 – Flight 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.

### **3.2 Accompanying Baggage and Personal Effects**

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) 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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

The basis of indemnity shall be either the lesser of:

- a) the original cash value of the items less depreciation;
- 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) all 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, computer or telephone equipment, and/or equipment for the recording of sound or pictures and its accessories.

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

- a) This insurance does not cover:
  - (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods;
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or furniture;
  - (xi) perishables and consumables; or
  - (xii) 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;
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage;
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, 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 not been effected.

### **3.3 Airline Flight Delay**

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

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

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

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

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

### **3.4 Baggage Delay**

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

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

### **3.5 Loss of Travel Documents**

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

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

Provided that:

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

### **3.6 Aircraft Hijack Coverage**

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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.

## General Exclusions Applicable to Main Benefits Sections

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The Policy does not cover:

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 14 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. any form of dental care or surgery unless necessitated by injury caused by an Accident covered under this Policy to sound and natural teeth;

17. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
18. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, 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 the presence of any Human Immune Deficiency Virus or antibodies to such Virus);
19. 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;
20. driving or riding in any kind of race involving motorized vehicles;
21. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
22. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
23. 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;
24. 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;
25. Investigation which is not medically necessary, or convalescence, custodial or rest care;
26. 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)
27. an Epidemic.
28. Losses which are indirect and consequential in nature.

## **General Conditions Applicable to Main Benefits**

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1. **Severability**

The invalidity or unenforceability of any terms and conditions of this Policy shall not affect the validity or enforceability of any other terms and conditions of this Policy, which otherwise shall remain in full force and effect.
2. **Observance of Insurance Terms and Conditions and Payment of Premium**

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

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy 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, 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 and this Policy 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 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 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 (Applied to the Main Benefits)

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

Infants (from 14 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.

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.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

7. Ages

All ages referred to in this Policy 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, 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 3.2, 3.3, 3.4 or 3.6 of this Policy, 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. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

16. 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.

17. Sanctions Clause

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy 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 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 and/or PVI Insurance, its parent company or its ultimate controlling entity.

18. Receipts

Any trust, charge, lien, assignment, or other similar dealing with this Policy 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.

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

27. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

23. Sole Responsibility of PVI Insurance

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

24. Language Prevails

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

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

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

26. 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.

27. Automatic Extension Coverage

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

## Medical Expenses Rider Benefits

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### Definitions for Medical Expenses Rider Benefits

1. **Accident** refers to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured.
2. **Account** refers to the bank account nominated by the Policyholder in the application form or a subsequently instructed by the Policyholder in writing, to which premiums for this Policy are to be debited or charged.
3. **Acquired Immune Deficiency Syndrome” or “AIDS”** shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Washing Syndrome or any disease or sickness in the presence of **a sero-positive test for HIV.**  
**Opportunistic Infection** shall include but not be limited to Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus and/or Disseminated Fungi infection.  
**Malignant Neoplasm** shall include but not be limited to Kaposi’s Sarcoma, Central Nervous System Lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disablement, in the presence of Acquired Immune Deficiency.
4. **Authorized Company** refers to the medical assistance company appointed from time to time by PVI Insurance and stated in each Policy Schedule issued by PVI Insurance prior to each Trip.
5. **Child or Children** refers to all legal dependent, unmarried children, including step-children or legally adopted children of the Insured Person.
6. **Company** refers to ACE Insurance Company, Limited.
7. **Confined or Confinement** refers to confinement for a continuous uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
8. **Emergency** means a bona fide situation when there is a sudden change in the Insured Person's health which requires urgent medical or surgical intervention to avoid danger to life or health.
9. **Family Policy (ies)** means a Policy issued for a maximum of two adult Insured Persons (from 18 years of age) who are Family Member of each other and any number of Children of the Insured Person (s).
10. **Financial Default** refers to the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed; or a partial suspension of operations following a filing of a bankruptcy petition.
11. **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.
12. **Home Country** shall mean any country to which the Insured Person(s) is granted rights of citizenship or permanent residence by the respective governmental authorities.
13. **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.
14. **Family Member(s)** means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
15. **Injury** refers to bodily injury which is caused directly and solely from an Accident and is independent from other causes.
16. **Insured Person(s)** refers to the person(s) named as such in the Policy Schedule who has satisfied relevant conditions and requirements under this Policy.



17. **Lap-Top Computer** shall mean the complete lap-top including accessories or attachments that come as standard equipment with the lap-top. Any handheld computers or devices are excluded from this category.
18. **Loss of Hand or Foot** refers to permanent loss by physical separation at or loss of use of limb above the wrist or ankle joint, which according to the medical indication, will never be able to function at any time in the future.
19. **Loss of Speech** refers to the disablement in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
20. **Loss of Hearing** refers to permanent irrecoverable and complete loss of hearing.
21. **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.
22. **Medically Necessary Expenses** refers to expenses incurred within ninety (90) days of sustaining Injury or Sickness paid by the Insured Person to a legally qualified medical practitioner, Physician, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire, but not exceeding normal and customary charges for the same in the country in which the expenses have been incurred.
23. **Permanent Total Disability** refers to disability that results directly, solely or independently of all other causes from Injury and which occurs within one hundred and eighty (180) consecutive days of the Accident in which such 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 and any other occupation totally and permanently.
24. **Period of Insurance** refers to the period specified in the Policy Schedule as the Period of Insurance.
25. **Personal Effects** refer to the Insured Person's baggage and belongings which are not indicated in the Exclusion that are carried with while traveling. Personal Effects shall include Lap-Top Computer.
26. **Policy** refers to Policy Schedule, Benefit Tables, Terms and Conditions, Exclusions, application form, Policy document and Endorsements.
27. **Policyholder** refers to the person/entity named as such in the Policy Schedule.
28. **Policy Schedule** refers to the Policy Schedule which is incorporated in and forms part of this Policy.
29. **Property Damage** refers to any physical damage to, destruction of, or loss of use of, tangible property.
30. **Physician** refers to a physician or surgeon duly licensed and practicing pursuant to the laws of the country concerned. He/ She shall not include the Insured Person or his/ her Family Member(s) unless approved by PVI Insurance.
31. **Public Conveyance** means any land, sea or air conveyance operated under a license for the transportation of fare paying passengers, and which has fixed and established routes only.
32. **Resident In-patient** refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
33. **Scheduled Departure Date** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.
34. **Sickness** refers to sickness or disease contracted and commencing during the Period of Insurance.
35. **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.
36. **The pre-existing medical condition** refers to a medical condition for which the Insured Person has received medical treatment, diagnosis, medical examination, or medication based on a prescription within twelve (12) months prior to the Policy Effective Date or a medical condition for which a medical practitioner has provided medical advice or treatment within twelve (12) months prior to the Policy Effective Date."

## Rider Benefits Medical Expenses Coverage

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### 1. Medical Expenses Coverage

When this rider is part of the Policy, PVI Insurance shall reimburse the Insured Person the Medically Necessary Expenses as defined, incurred up to the benefit amount stated in the Policy Schedule for Injury or sickness suffered by the Insured Person in the course of a Trip solely and independently of any other causes while in Vietnam.

This Medically Necessary Expenses Coverage does not cover:

- a) Charges in respect of special or private nursing.
- b) Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore.
- c) Dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury
- d) Chiropractic and acupuncture.
- e) Organ transplantation;
- f) Any paid expenses covered under Emergency Medical Evacuation and Compassionate Visits Coverage and Repatriation of Mortal Remains Coverage (if any).

### 2. Emergency Medical Assistance And Travel Assistance

PVI Insurance has made arrangements with the Authorized Companies to provide the Insured Person with emergency medical assistance and travel assistance as specified hereafter. When the below riders are part of the Policy, the Insured Person or his representative may call the Authorized Company for assistance. Details of such coverage shall be set out in the Policy Schedule issued to the Insured Person.

The Insured Person or his representative will be required to identify the Insured Person's name, the Policy number as well as the nature of the problem, location and contact person and information. After validation, PVI Insurance or the Authorized Company will provide services and settle bills as required by the terms and conditions of this Policy.

#### 2.1 Emergency Medical Evacuation Coverage

When as the result of Injury or Sickness covered under Personal Accident and Medical Expenses coverage of this Policy commencing while the Insured Person is in the course of a Trip and if in the opinion of the Authorized Company, or its authorized representative, it is judged medically appropriate to move an Insured Person to another location for medical treatment or to return the Insured Person to his/her place of departure or his/her place of normal residence within Vietnam or to Home Country, the Authorized Company, or its authorized representative, shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, the reasonable expenses for such evacuation up to the benefit amount as specified in the Policy Schedule.

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

This Emergency Medical Evacuation Coverage does not cover:

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

## **2.2 Repatriation of Mortal Remains Coverage**

When as the result of Injury or Sickness covered under Personal Accident and Medical Expenses coverage of this Policy commencing while the Insured Person is in the course of a Trip, the Insured Person dies within thirty (30) days from the date of the Injury or commencement of Sickness, the Authorized Company, or its authorized representative, shall make the necessary arrangements for the return of the Insured Person's mortal remains to his/her place of departure or his/her place of normal residence within Vietnam or to Home Country. PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, reasonable expenses for such repatriation up to the benefit amount as specified in the Policy Schedule.

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

This Repatriation of Mortal Remains Coverage does not cover:

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

## **2.3 Hospital Expenses Guarantee**

PVI Insurance may, but is not obligated to, arrange through the Authorized Company to guarantee the Medically Necessary Expenses covered under Medical Expenses Coverage if the Insured Person is necessarily confined in a Hospital as a Resident In-Patient as a result of Injury or Sickness that occurred in the course of a Trip.

## **2.4 Travel Assistance:**

Upon request of the Insured Person PVI Insurance may, but is not obligated to, arrange through the Authorized Company to refer or recommend the Insured Person necessary services such as legal consultations, interpreter, obtaining replace of lost travel document or air ticket, or other similar services. Notwithstanding the forgoing, PVI Insurance, its authorized representative(s), the Authorized Company and its authorized representative(s) shall not be liable for any fees, charges incurred for such services.

# General Term and Conditions Applying To Medical Expenses Riders Sections

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## 1. Eligibility

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

The age limit for eligible Child(ren) under Family Policy is from a minimum of six (6) weeks up to maximum age of eighteen (18) years or twenty three (23) years and full time student at a recognized school, college or university.

## 2. Effectiveness of Coverage

The coverage for all sections commences on the date and at the time of departure of the Trip within the Period of Insurance and ceases on return of the Trip or at midnight on the expiry date of the Period of Insurance as specified in the Policy Schedule, whichever is the earlier. In the event the Policy is issued before the Insured Person coming to Vietnam, the coverage shall commence on the date and time of the Insured person's completion of entry-visa at International arrival area of Vietnam within the Period of Insurance, and ceases on the Insured Person's completion of the Trip/exit-visa or at midnight on the expiry date of the Period of Insurance, whichever is the earlier.

## 3. Automatic Extension Coverage

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

## 4. Precedent condition and consideration

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

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

## 5. Complying with Policy conditions

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

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

## 6. Disclosure Obligations

The Policyholder and the Insured Person(s) must disclose to PVI Insurance every fact or matter that the s/he knows, or could reasonably be expected to know, is relevant to PVI Insurance decision whether to provide insurance and, if so, on what terms. The Policyholder/Insured Person(s) must clearly disclose all such facts and matters to PVI Insurance before entering into the Policy, before renewing, extending or varying the Policy and at all times when the Policy remains in force. This duty is in addition to the

Policyholder/Insured Person(s)' duty to answer the questions set out in the application form fully and accurately. The disclosure made to PVI Insurance must be complete, accurate and not misleading.

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

## **7. Medical Examination**

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

## **8. Benefit Limits**

All limits are applied for each Trip.

## **9. Right of Recovery**

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

## **10. Duplication of Insurance:**

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

## **11. Premium**

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

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

## **12. Currency**

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

## **13. Force Majeure**

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

## **14. Subrogation**

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

## 15. Cancellation for Breach of Disclosure Obligations

- a) Where the Policyholder or any Insured Person fraudulently, intentionally or unintentionally:
- (i) breaches a disclosure obligation under Clause 6;
  - (ii) makes a false or misleading statement or declaration to PVI Insurance; or
  - (iii) makes a false or fraudulent claim under the Policy or gives, or permits to be given, notice of any such claim

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

- b) Where PVI Insurance chooses to cancel the Policy under Clause 15 (a), PVI Insurance shall be relieved from the obligation to pay the Policyholder/ Insured Person any amounts under the Policy. The Policyholder/ Insured Person shall be obliged to repay PVI Insurance any amounts it has received from PVI Insurance under the Policy. In addition, PVI Insurance shall be entitled to keep any premium already paid by the Policyholder, which shall be deemed to be compensation due to PVI Insurance for the cancellation of the Policy, regardless of any actual damage PVI Insurance may suffer.

## 16. Termination

- 16.1 PVI Insurance may, in respect of a particular Insured Person, terminate the cover provided to such Insured Person under this Policy at any time by a 15-day prior written notice. In the event of such termination, PVI Insurance will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. However, if any claim has been notified under this Policy, the premium will be deemed to be fully earned and no premium will be refunded to the Policyholder.

- 16.2 In the event of the occurrence of one or more of the following, this Policy shall be terminated by notice of termination from PVI Insurance, such termination taking effect forthwith upon the Policyholder's receipt of the notice of termination:

- a) non-payment of any premium;
- b) conviction of a crime arising out of acts increasing the hazards insured against; or
- c) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.

- 16.3 In the event that this Policy is terminated pursuant to clause 16.2, any premium collected or received by and on PVI Insurance behalf shall be forfeited and not be refundable to the Policyholder and the relevant portion of the premium that has been paid for any period beyond the termination date of this Policy shall be refunded to the Policyholder.

- 16.4 Any notice of termination given under clauses 16.1 and 16.2 will be by way of postal mail to the Policyholder or the Insured Person(s), where applicable, at his/her last address as shown by the records of PVI Insurance.

- 16.5 Without prejudice to the immediately preceding sub-clauses, if the Insured Person cancels a Trip on the ground that his/ her visa application has been refused by relevant authorities prior to the Scheduled Departure Date of the Trip and notifies PVI Insurance prior to the Scheduled Departure Date of the Trip of such cancellation, PVI Insurance shall be entitled to keep a portion of the premium, which has been paid (if any) by the Policyholder in respect of that Trip, at the rate to be

applied by PVI Insurance from time to time. The remaining premium shall be refunded to the Policyholder by crediting to the nominated Account.

#### **17. To Whom Indemnities Payable**

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

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

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

#### **18. Severability of the Policy**

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

#### **19. Arbitration**

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

#### **20. Governing law**

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

#### **21. 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 companies, insurance and reinsurance intermediaries, other insurers and PVI Insurance's reinsurers. The Policy holder and the Insured Person(s) consent to PVI Insurance using and disclosing his/her personal data as set out in this clause.

#### **22. Headings and interpretation**

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

## **General Exclusions Applicable to Medical Expenses Riders Sections**

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The Policy does not cover:

1. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the Government, riot, strike.
2. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion.

3. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
4. Any prohibitions or regulations by any Government.
5. Any breach of Government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
6. The Insured Person not taking all reasonable efforts to avoid any injury or minimize any claim under this Policy.
7. Riding or driving in any kind of race, professional sport (meaning the Insured Person would or could earn income or remuneration from engaging in it) and air travel (other than as a passenger in any properly licensed private and/or commercial aircraft), equipped mountaineering (unless with additional premium and with PVI Insurance's approval).
8. Any loss or treatment related/caused by pregnancy, pregnancy complications including all forms of delivery, miscarriage and abortion.
9. Suicide or attempted suicide or intentional self injury.
10. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
11. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.  
The term "**under the influence of alcohol**" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.
12. Any pre-existing conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.
13. AIDS or any Injury or Sickness commencing in the presence of a **sero-positive test for HIV**, and HIV-related disease.
14. Mental and nervous disorders, including but not limited to insanity.
15. The Insured Person engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.
16. Venereal disease.
17. Any treatment or surgical operation for congenital deformities and circumcision.
18. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
19. Birth control or treatments pertaining to infertility.
20. Treatment for obesity, weight reduction or weight improvement.
21. Treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a covered Injury or Sickness.



22. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
23. Losses which are indirect and consequential in nature.

## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities. Mountaineering and 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./

# Asean - One Way Plan Policy

## Summary of Benefits

Summary of Benefits issued exclusively to passengers who purchase Asean one-way flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the "Insured Persons").

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>PERSONAL ACCIDENT</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
<b>2 TRAVEL INCONVENIENCE BENEFITS</b>		
For Insured Person aged from 2 years and above, except for Benefit 2.6 that is applied to Insured Person aged 14 days and above		
2.1	<b>Flight Cancellation</b> Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 2.1 of the Policy	Up to the original flight cost
<b>Accompanying Baggage and Personal Effects</b>		
2.2	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
<b>Airline Flight Delay</b>		
2.3	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)
2.4	<b>Missed Connecting Flight</b>	Up to VND 1.000.000 (VND 200.000 per 4-hours delay period)
<b>Baggage Delay</b>		
2.5	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
2.6	<b>Loss or Damage to Travel Document</b>	Up to VND 2.500.000
<b>Aircraft Hijack Coverage</b>		
2.7	Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)

## Definitions

PVI Insurance Corporation (“**PVI Insurance**”)

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airline”</b>	means an airline incorporated and operating under Vietnamese laws
<b>“Air Ticket”</b> (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.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Asean/Asia/ Worldwide One Way Plan.
<b>“Civil War”</b>	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.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Air Ticket.
<b>“Hospital”</b>	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.
<b>“Immediate Family Member”</b>	means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>“Insured Person”</b>	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).
<b>“Itinerary”</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled “Itinerary”.
<b>“Limb”</b>	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.

<b>"Loss of Sight"</b>	refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
<b>"Overseas"</b>	refers to anywhere outside Vietnam.
<b>"Permanent Total Disablement"</b>	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.
<b>"Physician"</b>	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.
<b>"Pre-Existing Condition"</b>	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 90 day period preceding purchase of Air Ticket(s): 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.
<b>"Purchaser of Insurance"</b>	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.
<b>"Reasonable and Customary Charges"</b>	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.
<b>"Scheduled Flight"</b>	means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the

	<p>countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary.</p>
<b>"Serious Illness"</b>	<p>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.</p>
<b>"Sickness/Illness"</b>	<p>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.</p>
<b>"Summary of Benefits"</b>	<p>means the summary of benefits listed in this Policy.</p>
<b>"Trip"</b>	<p>means the trip made by the Insured Person from Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.</p>
<b>"Hijack"</b>	<p>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.</p>

## Period of Insurance

<b>Commencement of Cover</b>	<p>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.</p> <p>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.</p>
<b>Expiry of Cover</b>	<p>a) Except for Flight Cancellation benefit, the cover ends upon the Insured Person's departure from the airport at the Destination.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

## Benefits

### Section 1 – Personal Accident Benefits

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

**Table of Compensation**

	<b>Events</b>	<b>Percentage of Amount of Benefit</b>
1.	Accidental Death	100%
2.	Permanent Total Disablement, other than Loss of Sight or Limb	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, 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.

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 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.

### Section 2 – Travel Inconvenience Benefits

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

#### 2.1 Flight Cancellation

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Flight 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 – Flight 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) cancellation of a Scheduled Flight as a result of any of the following:
  - (i) war, civil war, riot, popular movements, terrorist acts;
  - (ii) any Pre-existing medical conditions;
  - (iii) any effect of a source of radioactivity;
  - (iv) pollution;
  - (v) Epidemic;
  - (vi) natural catastrophes including, without limitation, volcanic eruptions; or
  - (vii) 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**

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) 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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

The basis of indemnity shall be either the lesser of:

- a) the original cash value of the items less depreciation;
- 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) all 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, computer or telephone equipment, and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to 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;
  - (xi) perishables and consumables; or
  - (xii) 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;
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage;
  - (vii) transportation of contraband or illegal trade; or

- (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, 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 not been effected.

### **2.3 Airline Flight Delay**

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

### **2.4 Missed Connecting Flight**

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

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

### **2.5 Baggage Delay**

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 2.5 - Baggage Delay (if any) for the same event.

## **2.6 Loss or Damage to Travel Documents**

In the event the Insured Person whilst during the Trip suffers or experience a loss of or damage to Travel Documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence or any attempt thereof.

Additional Definitions: Travel Documents means documents or identification required for Insured Person's Trip including but not limited to driving license, passport, visas or travel tickets.

With Conditions:

- a) Travel Documents must be kept, managed by the Insured when such loss is incurred during the Trip.
- b) Any loss must be reported to police or relevant authority Overseas having jurisdiction within twenty-four (24) hours after the incident and get the official report from police for the loss.

PVI Insurance shall pay up to the maximum limit as specified in the Summary of Benefits to compensate for

- a) the replacement cost of the Insured Person's lost or damaged Travel Document whilst Overseas.
- b) Reasonable expenses incurred Overseas for ordinary room accommodation expenses in any reasonable hotel, for the sole purpose of arranging the replacement Travel Documents, which becomes necessary due to Insured Person not being able to continue his/her Trip without such lost or damaged Travel Documents

### **Special Exclusions applicable to section 2.6 – Loss of or Damage to Travel Documents**

In addition to General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this Section, which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by:

- Any unexplained loss or damage, or loss or damage due to confiscation or detention by customs or any other authority;
- Loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage;
- Loss or damage whilst in custody of an airline or other Common Carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;
- Loss or damage due to animals, insects or rodents.

## **2.7 Aircraft Hijack Coverage**

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

## General Exclusions Applicable to All Sections

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This Insurance does not cover:

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; any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
4. any Insured Person below the age of 14 days (calculated since last birthday as at the date of insurance purchased);
5. 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;
6. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
7. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
8. any Pre-Existing Condition;
9. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
10. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
11. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
12. psychosis, mental or nervous disorders or sleep disturbance disorders;
13. cosmetic or plastic surgery or any elective surgery;
14. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
15. any form of dental care or surgery unless necessitated by injury caused by an Accident covered under this Policy to sound and natural teeth;
16. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
17. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, 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 the presence of any Human Immune Deficiency Virus or antibodies to such Virus);
18. 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;
  19. driving or riding in any kind of race involving motorized vehicles;
  20. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
  21. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
  22. 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;
  23. 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;
  24. Investigation which is not medically necessary, or convalescence, custodial or rest care;
  25. 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)
  26. Losses which are indirect and consequential in nature.

## **General Conditions Applicable to the entire Policy**

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1. **Severability**

The invalidity or unenforceability of any terms and conditions of this Policy shall not affect the validity or enforceability of any other terms and conditions of this Policy, which otherwise shall remain in full force and effect.
2. **Observance of Insurance Terms and Conditions and Payment of Premium**

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

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy 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, 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 and this Policy 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 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 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 (Applied to the Main Benefits)

The compensation limit is that expressed in the Table of Compensation in Section 1 of this Policy.

Infants (from 14 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

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

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement Benefit.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

#### 7. Ages

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

#### 8. Time

Any reference to a time or a date in the policy context or in the context of a coverage period 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, 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 relevant Scheduled Flight, Air Tickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 2.2, 2.3, 2.4, 2.5 or 2.7 of this Policy, 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. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

#### 16. 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.

17. Sanctions Clause

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy 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 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 and/or PVI Insurance, its parent company or its ultimate controlling entity.

18. Receipts

Any trust, charge, lien, assignment, or other similar dealing with this Policy 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.

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

23. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

24. Sole Responsibility of PVI Insurance

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

25. Language Prevails

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

26. 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.

## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities. Mountaineering and 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./

# Asean – Return Plan Policy

## Summary of Benefits

Summary of Benefits issued exclusively to passengers who purchase a return trip Asean flight from Airline and purchase insurance from PVI Insurance.

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>Personal accident</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
2	<b>Medical and evacuation expenses (*)</b>	
<p><b>Medical Expenses:</b> Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip. Including the following up treatment in Vietnam up to VND 105.000.000 (only applied for Insured Person aged from 2 years to 85 years).</p> <ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Accident</b></li> <li>– <b>Medical Reimbursement due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 850.000.000</i>)</li> </ul>		
2.1	For Insured Person aged from 14 days to under 2 years	Up to VND 200.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 950.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)
	For Insured Person aged above 85 years	Up to VND 100.000.000 (due to accident only)
<b>Emergency Medical Evacuation</b>		
<ul style="list-style-type: none"> <li>– <b>Emergency Medical Evacuation due to Accident</b></li> <li>– <b>Emergency Medical Evacuation due to Sickness</b> (<i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 950.000.000</i>)</li> </ul>		
2.2	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Evacuation due to Sickness: VND 950.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 1.000.000.000

		(sub limit for Medical Evacuation due to Sickness: VND 950.000.000)
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)
	<b>Mortal Remains Repatriation</b>	
	<ul style="list-style-type: none"> <li>– <b>Mortal Remains Repatriation due to Accident</b></li> <li>– <b>Mortal Remains Repatriation due to Sickness</b> <i>(Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 400.000.000)</i></li> </ul>	
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
2.3	For Insured Person aged from 2 years to 75 years	Up to VND 500.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 450.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)
2.4	<b>Compassionate Visits Coverage</b>	
	For Insured Person aged 2 years old and above	Up to the original flight cost
2.5	<b>Return of Children</b>	
	For Insured Person's Insured child(ren) aged from 14 days to under 14 years	Up to the original flight cost
2.6	<b>24-Hours Worldwide Medical &amp; Travel Assistance Services</b>	
		Included
	<b>Travel inconvenience benefits</b>	
3	For Insured Person aged from 2 years and above, except for Loss or Damage to Travel Document Benefit that is applied to Insured Person aged 14 days and above	
	<b>Flight Cancellation</b>	
	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost
3.1	<b>Trip Curtailment</b>	
	Reimbursement for the cost of the flight if the Insured Person has the Trip Curtailed due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost
3.2	<b>Accompanying Baggage and Personal Effects</b>	
	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND Up to VND 5.000.000 (Limit for any one Item: VND 2.500.000)
3.3	<b>Airline Flight Delay</b>	
	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 1.200.000 (VND 400.000 per 4-hours delay period)

3.4	<b>Missed Connecting Flight</b>	Up to VND 1.000.000 (VND 200.000 per 4-hours delay period)
<b>Baggage Delay</b>		
3.5	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 1.600.000 (VND 500.000 per 4-hours delay period)
3.6	<b>Loss or Damage to Travel Document</b>	Up to VND 2.500.000
<b>Aircraft Hijack Coverage</b>		
3.7	Payment for every 6-hours period of Hijack	Up to VND 1.000.000 (VND 200.000 per 6 hours period of Hijack)
4	<b>ADDITIONAL COVERAGE</b>	
	Automatic Extension of the Period of insurance	Up to 7 days

(\* Note:

- For Accidental Medical expense (including Medical expense incurred due to Accidents, Medical and evacuation expenses due to Accidents, Mortal Remains Repatriation due to Accidents): Apply according to "Main Benefits - Part 2 - Medical and evacuation expenses".
- For expenses incurred due to Sickness (including Medical expense incurred due to Sickness, Medical and evacuation expenses due to Sickness, Mortal Remains Repatriation due to Sickness): Apply according to "Medical Expenses Rider Benefits".

## Definitions

### 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 provided that no insurance shall be in force unless a Certificate of Insurance is legitimately issued by PVI Insurance.

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airline”</b>	means an airline incorporated and operating under Vietnamese laws
<b>“Air Ticket”</b> (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 include but not necessarily originate from Vietnam.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Asean/Asia/ Worldwide Return Plan.
<b>“Child(ren)”</b>	means a person(s) aged from 14 days to under 14 years who is accompanied by an legal authorized adult Insured Person.
<b>“Civil War”</b>	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.
<b>“Confinement”</b>	refer to confinement for a continuous uninterrupted period in a Hospital as a Resident In-Patient upon the advice of and under the regular care and attendance of a Physician.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Air Ticket.
<b>“Hospital”</b>	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.

<b>"Immediate Family Member"</b>	means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>"Insured Person"</b>	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).
<b>"Itinerary"</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".
<b>"Limb"</b>	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.
<b>"Loss of Sight"</b>	refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
<b>"Overseas"</b>	refers to anywhere outside Vietnam.
<b>"Permanent Total Disablement"</b>	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.
<b>"Physician"</b>	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.
<b>"Pre-Existing Condition"</b>	means any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 90 day period preceding purchase of Air Ticket(s): 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.
<b>"Purchaser of Insurance"</b>	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.

<b>“Reasonable and Customary Charges”</b>	<p>means expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person’s condition.</p> <p>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.</p>
<b>“Resident In-patient”</b>	<p>refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care</p>
<b>“Scheduled Flight”</b>	<p>means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person’s Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person’s Airline Travel Itinerary.</p>
<b>“Serious Illness”</b>	<p>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.</p>
<b>“Sickness/Illness”</b>	<p>means any noticeable change in the physical health of an Insured Person 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.</p>
<b>“Summary of Benefits”</b>	<p>means the summary of benefits listed in this Policy.</p>
<b>“Trip”</b>	<p>means the trip made by the Insured Person from Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.</p>
<b>“Unforeseen Circumstances”</b>	<p>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.</p>
<b>“PVI Assistance”</b>	<p>PVI Assistance is an organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.</p>
<b>“Hijack”</b>	<p>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.</p>

## Period of Insurance

<p><b>Commencement of Cover</b></p>	<p>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 Schedule Flight.</p> <p>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.</p>
<p><b>Expiry of Cover</b></p>	<p>a) Except for Flight Cancellation benefit, the cover ends once the Insured Person has left the airport premises at the return Destination in Vietnam or upon expiry of 182 days from the First Departure Date, whichever comes first; or when the Insured Person checks-in at the immigration for travel outside the Destination, other than return to Vietnam.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

### Other Limitations:

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



# Main Benefits

## Section 1 – Personal Accident Benefits

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

Table of Compensation		
	Events	Percentage of Amount of Benefit
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, 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.

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 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.

## Section 2 – Medical and Evacuation Expenses

### 2.1 Accidental Medical Reimbursement

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

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

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

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

## **2.2 Emergency Medical Evacuation**

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

In the event that medical repatriation is necessary, PVI Assistance will repatriate the Insured Person back to his/her home or habitual residence in Vietnam. Alternatively, PVI Assistance will arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified in the Summary of Benefits. Cover under this section 2.2 does not extend to repatriation of the Insured Person to a habitual residence outside of Vietnam.

## **2.3 Mortal Remains Repatriation**

In the event of Accidental Death PVI Assistance will organize the repatriation of the Insured Person's mortal remains to his/her habitual residence in Vietnam subject to the maximum limit in the Summary of Benefits. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation. Cover under this section 2.3 does not extend to repatriation of mortal remains to a habitual residence outside of Vietnam.

This Policy will only pay for any claim under Section 2.2 - Emergency Medical Evacuation or Section 2.3 - Mortal Remains Repatriation but not both.

## **2.4 Overseas Compassionate Visit**

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

This Compassionate Visits Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a Trip.
- b) Any expenses for a service not approved and arranged by PVI Assistance, or its authorized representative, except that PVI Insurance reserves the right to waive this exclusion in the event the

Insured Person or his/her traveling companions cannot for reasons beyond their control notify the PVI Assistance, or its authorized representative, during an emergency medical situation. In any event, PVI Insurance reserves the right to reimburse the Insured Person only for those expenses incurred for services which the PVI Assistance, or its authorized representative, would have provided under the same circumstances and up to the limits indicated under the Summary of Benefits.

## 2.5 Return of Children

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

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

PVI Insurance is not liable to pay:

- a) costs for medical care except that prescribed by a Physician or which is delivered by a Hospital;
- b) for any loss which is directly or indirectly, in whole or in part, due to:
  - (i) foreign or Civil War, whether declared or not;
  - (ii) the effect of drugs, medication or treatment not prescribed by a Physician;
  - (iii) the influence of alcohol characterized by a blood alcohol level of the Insured Person equal to or superior to that fixed by the laws of Vietnam regulating the use of automobiles;
  - (iv) suicide, attempted suicide or intentionally self-inflicted injury;
  - (v) participation by the Insured Person in any competition involving the use of motorized land, water or air vehicle;
  - (vi) participation by the Insured Person in any professional sports;
  - (vii) the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>;
  - (viii) the Insured Person flying whether as a fare-paying passenger or not, in or on an aircraft which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - (ix) the Insured Person's active service in any of the armed forces of any nation;
  - (x) the participation or involvement of the Insured Person in a criminal act;
  - (xi) the Insured Person's practice or utilization, either as pilot or passenger, of a Ultra-light motor glider (ULM), sailplane, hand glider, parasail, parachute, hot air balloon, or similar service, or engaging in any aerial flight other than that as previously expressed.
- c) PVI Insurance is not liable for expenses incurred:
  - (i) for any other medical care except as provided in the Medical Expenses described above;
  - (ii) any Pre-Existing Condition;
  - (iii) pregnancy and its consequences;
  - (iv) mental or emotional disorder;
  - (v) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
  - (vi) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (vii) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
  - (viii) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident which makes usage medically necessary;

- (ix) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
- (x) non-emergency medical check-ups; or
- (xi) vaccinations and their complications.

### **Section 3 – Travel Inconvenience Benefits**

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

#### **3.1 Flight Cancellation & Flight Curtailment**

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

- a) Flight Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight on the First Scheduled Departure Date;

Or

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

due to the occurrence of any of the following events:

- a) events in connection with an Insured Person's 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 Tickets; 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 his/her presence on the premises on the First Departure Date; or
  - (iv) the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

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

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

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

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

### **3.2 Accompanying Baggage and Personal Effects**

PVI Insurance will indemnify the Insured Person subject to a per item limit, for up to the maximum limit as specified for Acting 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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

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.

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, computer or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

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

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

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

### **3.3 Airline Flight Delay**

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

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

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

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

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

### **3.4 Missed Connecting Flight**

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

Benefits.

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

### **3.5 Baggage Delay:**

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

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

### **3.6 Loss or Damage to Travel Documents:**

In the event the Insured Person whilst during the Trip suffers or experience a loss of or damage to Travel Documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence or any attempt thereof.

Additional Definitions: Travel Documents means documents or identification required for Insured Person's Trip including but not limited to driving license, passport, visas or travel tickets.

With Conditions:

- a) Travel Documents must be kept, managed by the Insured when such loss is incurred during the Trip.
- b) Any loss must be reported to police or relevant authority Overseas having jurisdiction within twenty-four (24) hours after the incident and get the official report from police for the loss.

PVI Insurance shall pay up to the maximum limit as specified in the Summary of Benefits to compensate for:

- a) the replacement cost of the Insured Person's lost or damaged Travel Document whilst Overseas.
- b) Reasonable expenses incurred Overseas for ordinary room accommodation expenses in any reasonable hotel, for the sole purpose of arranging the replacement Travel Documents, which becomes necessary due to Insured Person not being able to continue his/her Trip without such lost or damaged Travel Documents.

### **Special Exclusions applicable to section 3.6 – Loss or Damage to Travel Documents**

In addition to General Exclusions, this Policy does not cover, and PVI Insurance will not in any event be liable in respect of any claim under this Section, which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by:

- Any unexplained loss or damage, or loss or damage due to confiscation or detention by customs or any other authority;
- Loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage
- Loss or damage whilst in custody of an airline or other Common Carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;
- Loss or damage due to animals, insects or rodents.

### **3.7 Aircraft Hijack Coverage:**

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.

## **General Exclusions Applicable to Main Benefits**

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This Policy does not cover:

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 14 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;
17. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
18. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that

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- 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);
19. 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;
  20. driving or riding in any kind of race involving motorized vehicles;
  21. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
  22. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
  23. 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;
  24. 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;
  25. Investigation which is not medically necessary, or convalescence, custodial or rest care;
  26. 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).
  27. an Epidemic.
  28. Losses which are indirect and consequential in nature.

## **General Conditions Applicable to Main Benefits**

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1. **Severability**

The invalidity or unenforceability of any terms and conditions of this Policy shall not affect the validity or enforceability of any other terms and conditions of this Policy, which otherwise shall remain in full force and effect.
2. **Observance of Insurance Terms and Conditions and Payment of Premium**

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

The payment of premium by the Purchaser of Insurance is a condition precedent to the liability of PVI Insurance to make any payment to the Insured Person under this Policy 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, 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 and this Policy may at any time be amended and changed by written agreement between PVI Insurance and the Insured Person. Subject to the laws of Vietnam, any amendment to this Policy shall be binding on all persons whether insured under this 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 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 (Applied to the Main Benefits)

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

Infants (From 14 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 or Damage to Travel Documents.
- No cover is applicable under any other section of this Policy.

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.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

7. Ages

All ages referred to in this Policy 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, the Insured Person shall:

(i) notify PVI Insurance in writing as soon as possible and in any event not later than thirty (30) days after any event which may give rise to such claim by submitting to PVI Insurance the claim form as provided by PVI Insurance;

(ii) furnish to PVI Insurance in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipts, invoices, Insured Person's statements, reports and any other documents as PVI

Insurance may require and shall be in such form and of such nature as PVI Insurance may prescribe; and

(iii) produce for PVI Insurance's examination pertinent documents at such reasonable times and shall co-operate with PVI Insurance in all matters pertaining to any loss and/or claims.

Failure to comply with this condition may prejudice the claim.

- b) The Insured Person shall also submit the following information and documents to PVI Insurance:
- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight AirTickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 3.2, 3.3, 3.4, 3.5 or 3.7 of this Policy, 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 personaleffects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

#### 11. Proof of Loss

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

#### 12. Indemnification

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

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

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

#### 13. Effect of Fraud

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

#### 14. Medical Examination

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

#### 15. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

#### 16. 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.

17. Sanctions Clause

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

18. Receipts

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

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

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

23. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

24. Sole Responsibility of PVI Insurance

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

25. Language Prevails

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

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

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

27. Duplication of Cover

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

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

28. Automatic Extension Coverage

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

## Medical Expenses Rider Benefits

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### Definitions for Medical Expenses Rider Benefits

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

2. **Account** refers to the bank account nominated by the Policyholder in the application form or a subsequently instructed by the Policyholder in writing, to which premiums for this Policy are to be debited or charged.

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

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

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

4. **Authorized Company** refers to the medical assistance company appointed from time to time by PVI Insurance and stated in each Policy Schedule issued by PVI Insurance prior to each Trip.

5. **Child or Children** refers to all legal dependent, unmarried children, including step-children or legally adopted children of the Insured Person.

6. **Company** refers to PVI Insurance Corporation.

7. **Confined or Confinement** refers to confinement for a continuous uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.

8. **Emergency** means a bona fide situation when there is a sudden change in the Insured Person's health which requires urgent medical or surgical intervention to avoid danger to life or health.
9. **Family Policy (ies)** means a Policy issued for a maximum of two adult Insured Persons (from 18 years of age) who are Family Member of each other and any number of Children of the Insured Person(s).
10. **Financial Default** refers to the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed; or a partial suspension of operations following a filing of a bankruptcy petition.
11. **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.
12. **Home Country** shall mean any country to which the Insured Person(s) is granted rights of citizenship or permanent residence by the respective governmental authorities.
13. **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.
14. **Injury** refers to bodily injury which is caused directly and solely from an Accident and is independent from other causes.
15. **Insured Person(s)** refers to the person(s) named as such in the Policy Schedule who has satisfied relevant conditions and requirements under this Policy.
16. **Loss of Hand or Foot** refers to permanent loss by physical separation at or loss of use of limb above the wrist or ankle joint, which according to the medical indication, will never be able to function at any time in the future.
17. **Loss of Speech** refers to the disablement in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
18. **Loss of Hearing** refers to permanent irrecoverable and complete loss of hearing.
19. **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.
20. **Medically Necessary Expenses** refers to expenses incurred within ninety (90) days of sustaining Injury or Sickness paid by the Insured Person to a legally qualified medical practitioner, Physician, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire, but not exceeding normal and customary charges for the same in the country in which the expenses have been incurred.
21. **Overseas** refers to anywhere outside Vietnam.
22. **Permanent Total Disability** refers to disability that results directly, solely or independently of all other causes from Injury and which occurs within one hundred and eighty (180) consecutive days of the Accident in which such 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 and any other occupation totally and permanently.

23. **Period of Insurance** refers to the period specified in the Policy Schedule as the Period of Insurance.
24. **Personal Effects** refer to the Insured Person's baggage and belongings which are not indicated in the Exclusion that are carried with while traveling. Personal Effects shall include Lap-Top Computer.
25. **Policy** refers to Policy Schedule, Benefit Tables, Terms and Conditions, Exclusions, application form, Policy document and Endorsements.
26. **Policyholder** refers to the person/entity named as such in the Policy Schedule.
27. **Policy Schedule** refers to the Policy Schedule which is incorporated in and forms part of this Policy.
28. **Physician** refers to a physician or surgeon duly licensed and practicing pursuant to the laws of the country concerned. He/ She shall not include the Insured Person or his/ her Family Member(s) unless approved by PVI Insurance.
29. **Public Conveyance** means any land, sea or air conveyance operated under a license for the transportation of fare paying passengers, and which has fixed and established routes only.
30. **Resident In-patient** refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
31. **Scheduled Departure Date** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.
32. **Sickness** refers to sickness or disease contracted and commencing during the Period of Insurance.
33. **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.
34. **Pre-existing Conditions** refers to condition for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.

## Rider Benefits Medical Expenses Coverage

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### 1. Medical Expenses Coverage

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

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

This Medically Necessary Expenses Coverage does not cover:

- a) Charges in respect of special or private nursing.

- b) Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore.
- c) Dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury
- d) Chiropractic and acupuncture.
- e) Organ transplantation;
- f) Any paid expenses covered under Emergency Medical Evacuation and Compassionate Visits Coverage and Repatriation of Mortal Remains Coverage (if any).

## **2. Emergency Medical Assistance and Travel Assistance**

PVI Insurance has made arrangements with the Authorized Companies to provide the Insured Person with emergency medical assistance and travel assistance as specified hereafter. When the below riders are part of the Policy, the Insured Person or his representative may call the Authorized Company for assistance. Details of such coverage shall be set out in the Policy Schedule issued to the Insured Person.

The Insured Person or his representative will be required to identify the Insured Person's name, the Policy number as well as the nature of the problem, location and contact person and information. After validation, PVI Insurance or the Authorized Company will provide services and settle bills as required by the terms and conditions of this Policy.

### **2.1 Emergency Medical Evacuation Coverage**

When as the result of Injury or Sickness covered by this Policy commencing while the Insured Person is in the course of a Trip traveling Overseas and if in the opinion of the Authorized Company, or its authorized representative, 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 Company, or its authorized representative, shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, the reasonable expenses for such evacuation up to the benefit amount as specified in the Policy Schedule.

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

This Emergency Medical Evacuation Coverage does not cover:

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

### **2.2 Repatriation of Mortal Remains Coverage**



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

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

This Repatriation of Mortal Remains Coverage does not cover:

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

### **2.3 Hospital Expenses Guarantee**

PVI Insurance may, but is not obligated to, arrange through the Authorized Company to guarantee the Medically Necessary Expenses covered under Medical Expenses Coverage if the Insured Person is necessarily confined in a Hospital as a Resident In-Patient as a result of Injury or Sickness that occurred in the course of a Trip traveling Overseas.

### **2.4 Compassionate Visits Coverage**

In the event the Insured Person is confined in a Hospital Overseas for more than five (5) days, as a result of

- Injury (not applicable)

or

- Sickness

sustained while on a Trip, and his/her medical condition forbids evacuation and no adult traveling companion or Family Member is with him/her, PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, the reasonable additional amount in relation to the transportation and/or accommodation expenses necessarily incurred by such one (1) adult Family Member of the Insured Person, up to the benefit amount as specified in the Policy Schedule/ Certificate of Insurance, to visit and stay with the Insured Person until he/she can return to Vietnam.

This Compassionate Visits Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a Trip.

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

### **2.5 Travel Assistance:**

Upon request of the Insured Person, PVI Insurance may, but is not obligated to, arrange through the Authorized Company to refer or recommend the Insured Person necessary services such as legal consultations, interpreter, obtaining replacement of lost travel document or air ticket, or other similar services. Notwithstanding the forgoing, PVI Insurance, its authorized representative(s), the Authorized Company and its authorized representative(s) shall not be liable for any fees, charges incurred for such services.

### **3. Return of Children**

When this rider is part of the Policy, if the Insured Person's insured Child(ren) (age below 14) are left unattended Overseas as a result of

- Injury (not applicable)
- Sickness or hospitalization or death of the Insured Person

PVI Insurance will pay reasonable additional accommodation and economical class of traveling expenses for them to return to the Vietnam up to the benefit amount specified in the Policy Schedule.

## **General Terms And Conditions Applying To Medical Expenses Rider Benefits**

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### **1. Eligibility**

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

The age limit for eligible Child(ren) under Family Policy is from a minimum of six (6) weeks up to maximum age of eighteen (18) years or twenty three (23) years and full time student at a recognized school, college or university.

### **2. Effectiveness of Coverage**

The coverage for all sections except "Trip Cancellation" commences on the date and at the time of departure of the Trip from the international area of Vietnam within the Period of Insurance and ceases on return of the Trip or at midnight on the expiry date of the Period of Insurance as specified in the Policy Schedule, whichever is the earlier.

### **3. Automatic Extension Coverage**

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

#### **4. Precedent condition and consideration**

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

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

#### **5. Complying with Policy conditions**

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

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

#### **6. Disclosure Obligations**

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

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

#### **7. Medical Examination**

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

#### **8. Benefit Limits**

All limits are applied for each Trip.

#### **9. Right of Recovery**

In the event authorization of payment and/or payment is made by PVI Insurance or the Authorized Company or an authorized representative of the Authorized Company for a medical claim whereby policy liability is not engaged, PVI Insurance or the Authorized Company or an authorized representative of the Authorized Company reserves the right to recover against the Insured Person for the full sum which PVI

Insurance or the Authorized Company or an authorized representative of the Authorized Company is liable to the medical institution which the Insured Person was admitted to.

**10. Duplication of Insurance:**

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

**11. Premium**

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

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

**12. Currency**

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

**13. Force Majeure**

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

**14. Subrogation**

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

**15. Cancellation for Breach of Disclosure Obligations**

- a) Where the Policyholder or any Insured Person fraudulently, intentionally or unintentionally:
- (i) breaches a disclosure obligation under Part II, Clause 8;
  - (ii) makes a false or misleading statement or declaration to PVI Insurance; or
  - (iii) makes a false or fraudulent claim under the Policy or gives, or permits to be given, notice of any such claim

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

- b) Where PVI Insurance chooses to cancel the Policy under Clause 15(a), PVI Insurance shall be relieved from the obligation to pay the Policyholder/ Insured Person any amounts under the Policy. The Policyholder/ Insured Person shall be obliged to repay PVI Insurance any amounts it has received from PVI Insurance under the Policy. In addition, PVI Insurance shall be entitled to keep any premium

already paid by the Policyholder, which shall be deemed to be compensation due to PVI Insurance for the cancellation of the Policy, regardless of any actual damage PVI Insurance may suffer.

## **16. Termination**

- 16.1 PVI Insurance may, in respect of a particular Insured Person, terminate the cover provided to such Insured Person under this Policy at any time by a 15-day prior written notice. In the event of such termination, PVI Insurance will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. However, if any claim has been notified under this Policy, the premium will be deemed to be fully earned and no premium will be refunded to the Policyholder.
- 16.2. In the event of the occurrence of one or more of the following, this Policy shall be terminated by notice of termination from PVI Insurance, such termination taking effect forthwith upon the Policyholder's receipt of the notice of termination:
- a) non-payment of any premium;
  - b) conviction of a crime arising out of acts increasing the hazards insured against; or
  - c) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.
- 16.3. In the event that this Policy is terminated pursuant to clause 16.2, any premium collected or received by and on PVI Insurance behalf shall be forfeited and not be refundable to the Policyholder and the relevant portion of the premium that has been paid for any period beyond the termination date of this Policy shall be refunded to the Policyholder.
- 16.4. Any notice of termination given under clauses 16.1 and 16.2 will be by way of postal mail to the Policyholder or the Insured Person(s), where applicable, at his/her last address as shown by the records of PVI Insurance.
- 16.5. Without prejudice to the immediately preceding sub-clauses, if the Insured Person cancels a Trip on the ground that his/ her visa application has been refused by relevant authorities prior to the Scheduled Departure Date of the Trip and notifies PVI Insurance prior to the Scheduled Departure Date of the Trip of such cancellation, PVI Insurance shall be entitled to keep a portion of the premium, which has been paid (if any) by the Policyholder in respect of that Trip, at the rate to be applied by PVI Insurance from time to time. The remaining premium shall be refunded to the Policyholder by crediting to the nominated Account.

## **17. To Whom Indemnities Payable**

- 17.1. For Policy which Policyholder is Individual/Family:

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

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

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

- 17.2. For Policy which Policyholder is legal entity:

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

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

**18. Severability of the Policy**

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

**19. Arbitration**

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

**20. Governing law**

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

**21. 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 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.

**22. Headings and interpretation**

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

## General Exclusions Applying To Medical Expenses Rider Benefits

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The Policy does not cover:

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

The term "**under the influence of alcohol**" in case of having a blood test refers to a blood/alcohol level of 150 mg. percent and over.
12. Any pre-existing conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.
13. AIDS or any Injury or Sickness commencing in the presence of **a sero-positive test for HIV**, and HIV-related disease.
14. Mental and nervous disorders, including but not limited to insanity.
15. The Insured Person engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.
16. Venereal disease.
17. Any treatment or surgical operation for congenital deformities and circumcision.

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



## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

### For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

Mountaineering and 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./

# Worldwide - One Way Plan Policy

## Summary of Benefits

Summary of Benefits issued exclusively to passengers who purchase Worldwide one-way flight from Airline and purchase insurance from PVI Insurance (hereinafter referred to as the "Insured Persons").

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>Personal accident</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
2	<b>Travel inconvenience benefits</b>	
	For Insured Person aged from 2 years and above, except for Loss or Damage to Travel Document Benefit that is applied to Insured Person aged 14 days and above	
<b>Flight Cancellation</b>		
2.1	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 2.1 of the Policy	Up to the original flight cost
<b>Accompanying Baggage and Personal Effects</b>		
2.2	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20.000.000 (Limit for any one Item: VND 3.000.000)
<b>Airline Flight Delay</b>		
2.3	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
2.4	<b>Missed Connecting Flight</b>	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
<b>Baggage Delay</b>		
2.5	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
2.6	<b>Loss or Damage to Travel Document</b>	Up to VND 10.000.000
2.7	<b>Aircraft Hijack Coverage</b>	

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Payment for every 6-hours period of Hijack

Up to VND 5.000.000

(VND1.000.000 per 6 hours period of Hijack)

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## Definitions

PVI Insurance Corporation (“**PVI Insurance**”)

Applied to the Main Benefits

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airline”</b>	means an airline incorporated and operating under Vietnamese laws
<b>“Air Ticket”</b> (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.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Asean/Asia/ Worldwide One Way Plan.
<b>“Civil War”</b>	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.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Air Ticket.
<b>“Hospital”</b>	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.
<b>“Immediate Family Member”</b>	means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>“Insured Person”</b>	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).
<b>“Itinerary”</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled “Itinerary”.

<b>"Limb"</b>		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.
<b>"Loss of Sight"</b>		refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
<b>"Overseas"</b>		refers to anywhere outside Vietnam.
<b>"Permanent Disablement"</b>	<b>Total</b>	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.
<b>"Physician"</b>		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.
<b>"Pre-Existing Condition"</b>		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 90 day period preceding purchase of Air Ticket(s): 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.
<b>"Purchaser of Insurance"</b>	<b>of</b>	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.
<b>"Reasonable and Customary Charges"</b>	<b>and</b>	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.
<b>"Scheduled Flight"</b>		means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and

	<p>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.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary.</p>
<b>"Serious Illness"</b>	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.
<b>"Sickness/Illness"</b>	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.
<b>"Summary of Benefits"</b>	means the summary of benefits listed in this Policy.
<b>"Trip"</b>	means the trip made by the Insured Person from Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.
<b>"Hijack"</b>	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.

## Period of Insurance

<b>Commencement of Cover</b>	<p>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.</p> <p>b) The cover for Flight Cancellation benefits takes effect either on the date of issuance of the insurance policy or 60 days prior to the first departure date, whichever is later.</p>
<b>Expiry of Cover</b>	<p>a) Except for Flight Cancellation benefit, the cover ends upon the Insured Person's departure from the airport at the Destination.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

# Benefits

## Section 1 – Personal Accident Benefits

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

Table of Compensation		
	Events	Percentage of Amount of Benefit
1.	Accidental Death	100%
2.	Permanent Total Disablement, other than Loss of Sight or Limb	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, 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.

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 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.

## Section 2 – Travel Inconvenience Benefits

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

### 2.1 Flight Cancellation

PVI Insurance shall reimburse the Insured Person up to the maximum limit specified for Flight 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 – Flight 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) cancellation of a Scheduled Flight as a result of any of the following:
  - (i) war, civil war, riot, popular movements, terrorist acts;
  - (ii) any Pre-existing medical conditions;
  - (iii) any effect of a source of radioactivity;
  - (iv) pollution;
  - (v) Epidemic;
  - (vi) natural catastrophes including, without limitation, volcanic eruptions; or
  - (vii) 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**

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) 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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

The basis of indemnity shall be either the lesser of:

- a) the original cash value of the items less depreciation;
- 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) all 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, computer or telephone equipment, and/or equipment for the recording of sound or pictures and its accessories.

### **Special Exclusions applicable to 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;
  - (xi) perishables and consumables; or
  - (xii) 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;
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage;
  - (vii) transportation of contraband or illegal trade; or

- (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, 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 not been effected.

### **2.3 Airline Flight Delay**

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

### **2.4 Missed Connecting Flight**

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

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

### **2.5 Baggage Delay**

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 2.5 - Baggage Delay (if any) for the same event.

## **2.6 Loss or Damage to Travel Documents**

In the event the Insured Person whilst during the Trip suffers or experience a loss of or damage to Travel Documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence or any attempt thereof.

Additional Definitions: Travel Documents means documents or identification required for Insured Person's Trip including but not limited to driving license, passport, visas or travel tickets.

With Conditions:

- a) Travel Documents must be kept, managed by the Insured when such loss is incurred during the Trip.
- b) Any loss must be reported to police or relevant authority Overseas having jurisdiction within twenty-four (24) hours after the incident and get the official report from police for the loss.

PVI Insurance shall pay up to the maximum limit as specified in the Summary of Benefits to compensate for

- a) the replacement cost of the Insured Person's lost or damaged Travel Document whilst Overseas.
- b) Reasonable expenses incurred Overseas for ordinary room accommodation expenses in any reasonable hotel, for the sole purpose of arranging the replacement Travel Documents, which becomes necessary due to Insured Person not being able to continue his/her Trip without such lost or damaged Travel Documents.

### **Special Exclusions applicable to section 2.6 – Loss of or Damage to Travel Documents**

In addition to General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this Section, which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by:

- Any unexplained loss or damage, or loss or damage due to confiscation or detention by customs or any other authority;
- Loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage
- Loss or damage whilst in custody of an airline or other Common Carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;
- Loss or damage due to animals, insects or rodents

## **2.7 Aircraft Hijack Coverage**

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

## General Exclusions Applicable to All Sections

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This Policy does not cover:

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; delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
3. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
4. any Insured Person below the age of 14 days (calculated since last birthday as at the date of insurance purchased);
5. 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;
6. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
7. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
8. any Pre-Existing Condition;
9. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
10. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
11. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
12. psychosis, mental or nervous disorders or sleep disturbance disorders;
13. cosmetic or plastic surgery or any elective surgery;
14. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
15. any form of dental care or surgery unless necessitated by injury caused by an Accident covered under this Policy to sound and natural teeth;
16. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
17. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, 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 the presence of any Human Immune Deficiency Virus or antibodies to such Virus);

18. 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;
19. driving or riding in any kind of race involving motorized vehicles;
20. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
21. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
22. 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;
23. 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; Investigation which is not medically necessary, or convalescence, custodial or rest care;
24. 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)
25. Epidemic
26. Losses which are indirect and consequential in nature.

## **General Conditions Applicable to entire Policy**

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1. **Severability**

The invalidity or unenforceability of any terms and conditions of this Policy shall not affect the validity or enforceability of any other terms and conditions of this Policy, which otherwise shall remain in full force and effect.
2. **Observance of Insurance Terms and Conditions and Payment of Premium**

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

The payment of premium is a condition precedent to the liability of PVI Insurance to make any payment under this Policy 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, 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 and this Policy 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 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 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 (Applied to the Main Benefits)

The compensation limit is that expressed in the Table of Compensation in Section 1 of this Policy.

Infants (from 14 days to under 2 years) travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium), but cover is limited to:

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

Cover for Insured Persons aged above 75 years is limited to 50% of the Accidental Death & Permanent Disablement benefit.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

7. Ages

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

8. Time

Any reference to a time or a date in the policy context or in the context of a coverage period 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, 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 relevant Scheduled Flight, Air Tickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 2.2, 2.3, 2.4, 2.5 or 2.7 of this Policy, 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. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

#### 16. 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.

17. Sanctions Clause

PVI Insurance is not liable to make any payment for liability under any coverage section of this Policy 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 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 and/or PVI Insurance, its parent company or its ultimate controlling entity.

18. Receipts

Any trust, charge, lien, assignment, or other similar dealing with this Policy 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.

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

28. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

23. Sole Responsibility of PVI Insurance

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

24. Language Prevails

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

25. 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.

## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities. Mountaineering and 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./

# Worldwide – Return Plan Policy

## Summary of Benefits

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

Coverage is afforded as follows:

No	Benefits	Benefit Limit
<b>Personal accident</b>		
1	For Insured Person aged from 2 years to 75 years	Up to VND 1.000.000.000
	For Insured Person aged above 75 years	Up to VND 500.000.000
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000
2	<b>Medical and evacuation expenses(*)</b>	
<b>Medical Expenses:</b> <i>Reimbursement of medical expenses incurred due to Accident and Sickness only whilst traveling during the Trip. Including the following up treatment in Vietnam up to VND 105.000.000 (only applied for Insured Person aged from 2 years to 85 years).</i>		
<ul style="list-style-type: none"> <li>– <b>Medical Reimbursement due to Accident</b></li> <li>– <b>Medical Reimbursement due to Sickness</b> <i>(Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 850.000.000)</i></li> </ul>		
2.1	For Insured Person aged from 14 days to under 2 years	Up to VND 200.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 1.050.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 950.000.000 (sub limit for Medical Expenses due to Sickness: VND 850.000.000)
	For Insured Person aged above 85 years	Up to VND 100.000.000 (due to accident only)
<b>Emergency Medical Evacuation</b>		
<ul style="list-style-type: none"> <li>– <b>Emergency Medical Evacuation due to Accident</b></li> <li>– <b>Emergency Medical Evacuation due to Sickness</b> <i>(Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 2.000.000.000)</i></li> </ul>		
2.2	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
	For Insured Person aged from 2 years to 75 years	Up to VND 2.100.000.000(sub limit for Medical Evacuation due to Sickness: VND 2.000.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 2.050.000.000(sub limit for

		Medical Evacuation due to Sickness: VND 2.000.000.000)
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)
<b>Mortal Remains Repatriation</b>		
– <b>Mortal Remains Repatriation due to Accident</b>		
– <b>Mortal Remains Repatriation due to Sickness</b> ( <i>Epidemic cover included and only apply for Insured Persons from 2 years to 85 years with sublimit: VND 400.000.000</i> )		
	For Insured Person aged from 14 days to under 2 years	Up to VND 100.000.000 (due to accident only)
2.3	For Insured Person aged from 2 years to 75 years	Up to VND 500.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)
	For Insured Person aged from 75 years to 85 years	Up to VND 450.000.000 (sub limit for Medical Evacuation due to Sickness: VND 400.000.000)
	For Insured Person aged above 85 years	Up to VND 50.000.000 (due to accident only)
<b>Compassionate Visits Coverage</b>		
2.4	For Insured Person aged 2 years old and above	Up to the original flight cost
<b>Return of Children</b>		
2.5	For Insured Person's Insured child(ren) aged from 14 days to under 14 years	Up to the original flight cost
2.6	<b>24-Hours Worldwide Medical and Travel Assistance Services</b>	Included
<b>Travel inconvenience benefits</b>		
3	For Insured Person aged from 2 years and above, except for Loss or Damage to Travel Document Benefit that is applied to Insured Person aged 14 days and above	
<b>Flight Cancellation</b>		
3.1	Reimbursement for the cost of the flight if the Insured Person has the Flight Cancelled due to the occurrence of the events provided in section 3.1 of the Policy	Up to the original flight cost
<b>Trip Curtailment</b>		
	Reimbursement for the cost of the flight if the Insured Person has the Trip Curtailed due to the occurrence of the events provided in section 3.1 of the Policy.	Up to the original flight cost
<b>3.2 Accompanying Baggage and Personal Effects</b>		
	Loss or damage to baggage, clothing, and personal effects of the Insured Person	Up to VND 20.000.000 (Limit for any one Item: VND 3.000.000)
<b>Airline Flight Delay</b>		
3.3	Payment for every 4-hour period of delay from the original departure Scheduled Flight	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)

3.4	<b>Missed Connecting Flight</b>	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
<b>Baggage Delay</b>		
3.5	Payment for every 4-hour period of baggage delay at the scheduled Destination	Up to VND 5.000.000 (VND 1.000.000 per 4-hours delay period)
3.6	<b>Loss or Damage to Travel Document</b>	Up to VND 10.000.000
<b>Aircraft Hijack Coverage</b>		
3.7	Payment for every 6-hours period of Hijack	Up to VND 5.000.000 (VND 1.000.000 per 6 hours period of Hijack)
<b>ADDITIONAL COVERAGE</b>		
4	Automatic Extension of the Period of insurance	Up to 7 days

(\*) Note:

- For Accidental Medical expense (including Medical expense incurred due to Accidents, Medical and evacuation expenses due to Accidents, Mortal Remains Repatriation due to Accidents): Apply according to **"Main Benefits - Part 2 - Medical and evacuation expenses"**.
- For expenses incurred due to Sickness (including Medical expense incurred due to Sickness, Medical and evacuation expenses due to Sickness, Mortal Remains Repatriation due to Sickness): Apply according to **"Medical Expenses Rider Benefits"**.

## Definitions

PVI Insurance Corporation (“**PVI Insurance**”)

Applied for the Main benefits

<b>“Accident”</b>	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.
<b>“Accidental Death”</b>	means death of the Insured Person caused directly and solely from an Accident.
<b>“Airline”</b>	means an airline incorporated and operating under Vietnamese laws
<b>“Air Ticket”</b> (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 include but not necessarily originate from Vietnam.
<b>“Bodily Injury”</b>	means bodily injury suffered by the Insured Person which is caused directly and solely by an Accident and is independent from other causes.
<b>“Certificate of Insurance”</b>	means the confirmation of insurance travel protection which is electronically generated upon the on-line Internet purchase of Airline Care Insurance – Asean/Asia/ Worldwide Return Plan.
<b>“Child(ren)”</b>	means a person(s) aged from 14 days to under 14 years who is accompanied by an legal authorized adult Insured Person.
<b>“Civil War”</b>	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.
<b>“Confinement”</b>	refer to confinement for a continuous uninterrupted period in a Hospital as a Resident In-Patient upon the advice of and under the regular care and attendance of a Physician.
<b>“Destination”</b>	means the place where the Insured Person’s Scheduled Flight is destined to depart to.
<b>“Epidemic”</b>	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. Epidemic disease(s) is announced by competent authorities in Vietnam or abroad according to the provisions of law.
<b>“First Departure Date”</b>	means the first date of departure shown on an Insured Person’s Air Ticket.
<b>“Hospital”</b>	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.

<b>"Immediate Family Member"</b>	means an Insured Person's legal spouse, children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, stepparents or stepchildren.
<b>"Itinerary"</b>	means an electronic acknowledgement response that is generated upon an internet purchase, which is titled "Itinerary".
<b>"Insured Person"</b>	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).
<b>"Limb"</b>	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.
<b>"Loss of Sight"</b>	refers to the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
<b>"Overseas"</b>	refers to anywhere outside Vietnam.
<b>"Permanent Total Disablement"</b>	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.
<b>"Physician"</b>	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.
<b>"Pre-Existing Condition"</b>	means any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 90 day period preceding purchase of Air Ticket(s): 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.
<b>"Purchaser of Insurance"</b>	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.
<b>"Reasonable and Customary Charges"</b>	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.
<b>"Resident In-patient"</b>	refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care
<b>"Scheduled Flight"</b>	<p>means commercial flights scheduled by Airline and Airline Affiliated flight which corresponds to the flight details set out in the Insured Person's Airline Travel Itinerary, it being always understood that Airline has at all times the requisite and valid licenses or similar authorizations for scheduled air transportation and landing rights for fare-paying passengers as issued by the relevant authorities in the countries in which it operates, and that in accordance with such authorization, maintains and publishes schedules and tariffs for passenger services between named airports.</p> <p>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.</p> <p>Airline Affiliated means the non-Airline flight provider shown on the Insured Person's Airline Travel Itinerary</p>
<b>"Serious Illness"</b>	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.
<b>"Sickness/Illness"</b>	means any noticeable change in the physical health of an Insured Person 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.
<b>"Summary of Benefits"</b>	means the summary of benefits listed in this Policy.
<b>"Trip"</b>	means the trip made by the Insured Person from Vietnam which is taken during the period between the Commencement of Cover and Expiry of Cover.
<b>"Unforeseen Circumstances"</b>	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.
<b>"PVI Assistance"</b>	PVI Assistance is an organization providing worldwide travel assistance service and other relate assistance service and were hired/appointed by PVI Insurance for providing such assistance service for the Insured Person in the Certificate of Insurance.
<b>"Hijack"</b>	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.



## Period of Insurance

<p><b>Commencement of Cover</b></p>	<p>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 Schedule Flight.</p> <p>b) The cover for Flight Cancellation benefit commences on the date of issuance of Policy or the date falling sixty (60) days prior to the Schedule Departure Date whichever is the later.</p>
<p><b>Expiry of Cover</b></p>	<p>a) Except for Flight Cancellation benefit, the cover ends once the Insured Person has left the airport premises at the return Destination or upon expiry of 182 days from the First Departure Date, whichever comes first; or when the Insured Person checks-in at the immigration for travel outside the Destination, other than return to Vietnam.</p> <p>b) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

### Other Limitations:

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

## Main Benefits

### Section 1 – Personal Accident Benefits

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

Table of Compensation		
	Events	Percentage of Amount of Benefit
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, 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.

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 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.

### Section 2 – Medical and Evacuation Expenses

#### 2.1 Accidental Medical Reimbursement

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

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

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

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

## **2.2 Emergency Medical Evacuation**

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

In the event that medical repatriation is necessary, PVI Assistance will repatriate the Insured Person back to his/her home or habitual residence in Vietnam. Alternatively, PVI Assistance will arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified in the Summary of Benefits. Cover under this section 2.2 does not extend to repatriation of the Insured Person to a habitual residence outside of Vietnam.

## **2.3 Mortal Remains Repatriation**

In the event of Accidental Death PVI Assistance will organize the repatriation of the Insured Person's mortal remains to his/her habitual residence in Vietnam subject to the maximum limit in the Summary of Benefits. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation. Cover under this section 2.3 does not extend to repatriation of mortal remains to a habitual residence outside of Vietnam.

This Policy will only pay for any claim under Section 2.2 - Emergency Medical Evacuation or Section 2.3 - Mortal Remains Repatriation but not both.

## **2.4 Overseas Compassionate Visit**

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

This Compassionate Visits Coverage does not cover:

- a) Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a Trip.
- b) Any expenses for a service not approved and arranged by PVI Assistance, or its authorized representative, except that PVI Insurance reserves the right to waive this exclusion in the event the Insured Person or his/her traveling companions cannot for reasons beyond their control notify the PVI

Assistance, or its authorized representative, during an emergency medical situation. In any event, PVI Insurance reserves the right to reimburse the Insured Person only for those expenses incurred for services which the PVI Assistance, or its authorized representative, would have provided under the same circumstances and up to the limits indicated under the Summary of Benefits.

## 2.5 Return of Children

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

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

PVI Insurance is not liable to pay:

- a) costs for medical care except that prescribed by a Physician or which is delivered by a Hospital;
- b) for any loss which is directly or indirectly, in whole or in part, due to:
  - (i) foreign or Civil War, whether declared or not;
  - (ii) the effect of drugs, medication or treatment not prescribed by a Physician;
  - (iii) the influence of alcohol characterized by a blood alcohol level of the Insured Person equal to or superior to that fixed by the laws of Vietnam regulating the use of automobiles;
  - (iv) suicide, attempted suicide or intentionally self-inflicted injury;
  - (v) participation by the Insured Person in any competition involving the use of motorized land, water or air vehicle;
  - (vi) participation by the Insured Person in any professional sports;
  - (vii) the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>;
  - (viii) the Insured Person flying whether as a fare-paying passenger or not, in or on an aircraft which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - (ix) the Insured Person's active service in any of the armed forces of any nation;
  - (x) the participation or involvement of the Insured Person in a criminal act;
  - (xi) the Insured Person's practice or utilization, either as pilot or passenger, of a Ultra-light motor glider (ULM), sailplane, hand glider, parasail, parachute, hot air balloon, or similar service, or engaging in any aerial flight other than that as previously expressed.
- c) PVI Insurance is not liable for expenses incurred:
  - (i) for any other medical care except as provided in the Medical Expenses described above;
  - (ii) any Pre-Existing Condition;
  - (iii) pregnancy and its consequences;
  - (iv) mental or emotional disorder;
  - (v) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
  - (vi) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (vii) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
  - (viii) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident which makes usage medically necessary;
  - (ix) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;

- (x) non-emergency medical check-ups; or
- (xi) vaccinations and their complications.

### **Section 3 – Travel Inconvenience Benefits**

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

#### **3.1 Flight Cancellation & Flight Curtailment**

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

3.1.1. Flight Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight on the First Scheduled Departure Date;

Or

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

Due to the occurrence of any of the following events:-

- a) events in connection with an Insured Person's 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 Tickets; 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 his/her presence on the premises on the First Departure Date; or
  - (iv) the Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

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

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

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

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

### 3.2 Accompanying Baggage and Personal Effects

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.

Provided that these items must travel on the same Scheduled Flight as the Insured Person.

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, computer or telephone equipment and/or equipment for the recording of sound or pictures and its accessories.

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

- a) This insurance does not cover:
  - (i) animals;
  - (ii) automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment;
  - (iii) contraband or illegal goods
  - (iv) documents or identity papers;
  - (v) credit and payment cards;
  - (vi) transport tickets, cash, stocks and securities;
  - (vii) equipment for professional use;
  - (viii) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
  - (ix) keys;
  - (x) musical instruments, objects of art, antiques, collector's items or, furniture;

- (xi) perishables and consumables; or
  - (xii) sporting equipment including, without limitation, ski sets, bicycles, sailboards, golf clubs and tennis rackets, except whilst checked in as baggage.
- b) PVI Insurance shall not be liable for any loss or damage resulting from:
- (i) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property;
  - (ii) confiscation or expropriation by order of any government or public authority
  - (iii) criminal acts; or
  - (iv) gradual deterioration or wear and tear;
  - (v) insects or vermin;
  - (vi) inherent vice or damage
  - (vii) transportation of contraband or illegal trade; or
  - (viii) seizure whether for destruction under quarantine or custom regulation or not.
- c) PVI Insurance shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, 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 not been effected.

### **3.3 Airline Flight Delay**

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

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

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

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

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

### **3.4 Missed Connecting Flight**

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

actual arrival time of his/her incoming flight, PVI Insurance will pay the Insured Person the benefit as stated in the Summary of Benefits for each specific number of consecutive hours of delay as stated in the Summary of Benefits for up to the sum-insured of this benefit amount as specified in the Summary of Benefits.

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

### **3.5 Baggage Delay:**

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

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

### **3.6 Loss or Damage to Travel Documents:**

In the event the Insured Person whilst during the Trip suffers or experience a loss of or damage to Travel Documents (including passports and visa) in his/her possession due to theft or by force, violence, or threat of violence or any attempt thereof.

Additional Definitions: Travel Documents means documents or identification required for Insured Person's Trip including but not limited to driving license, passport, visas or travel tickets.

With Conditions:

- a) Travel Documents must be kept, managed by the Insured when such loss is incurred during the Trip.
- b) Any loss must be reported to police or relevant authority Overseas having jurisdiction within twenty-four (24) hours after the incident and get the official report from police for the loss.

PVI Insurance shall pay up to the maximum limit as specified in the Summary of Benefits to compensate for

- a) the replacement cost of the Insured Person's lost or damaged Travel Document whilst Overseas.
- b) Reasonable expenses incurred Overseas for ordinary room accommodation expenses in any reasonable hotel, for the sole purpose of arranging the replacement Travel Documents, which becomes necessary due to Insured Person not being able to continue his/her Trip without such lost or damaged Travel Documents

### **Special Exclusions applicable to section 3.6 – Loss of or Damage to Travel Documents**

In addition to General Exclusions, this Policy does not cover, and PVI Insurance will not in any event be liable in respect of any claim under this Section, which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by:

- Any unexplained loss or damage, or loss or damage due to confiscation or detention by customs or any other authority;
- Loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage
- Loss or damage whilst in custody of an airline or other Common Carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;



- Loss or damage due to animals, insects or rodents.

### 3.7 Aircraft Hijack Coverage:

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.

## General Exclusions Applicable to Main Benefits

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### This Policy does not cover:

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 14 days (calculated since last birthday as at the date of insurance purchased);
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by Airline;
8. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
9. any Pre-Existing Condition;
10. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself whether sane or insane;
11. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
12. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
13. psychosis, mental or nervous disorders or sleep disturbance disorders;
14. cosmetic or plastic surgery or any elective surgery;
15. any congenital defect which has manifested or was diagnosed before the Commencement of Cover;
16. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;

17. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
18. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, 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);
19. 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;
20. driving or riding in any kind of race involving motorized vehicles;
21. late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time;
22. failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage;
23. 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;
24. 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;
25. Investigation which is not medically necessary, or convalescence, custodial or rest care;
26. 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).
27. an Epidemic.
28. Losses which are indirect and consequential in nature.

## General Conditions Applicable to Main Benefits

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1. **Severability**  
 The invalidity or unenforceability of any terms and conditions of this Policy shall not affect the validity or enforceability of any other terms and conditions of this Policy, which otherwise shall remain in full force and effect.
2. **Observance of Insurance Terms and Conditions and Payment of Premium**  
 The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to be done or complied with by the Insured Person shall be a condition precedent to any liability of PVI Insurance to make any payment under this Policy.  
  
 The payment of premium by the Purchaser of Insurance is a condition precedent to the liability of PVI Insurance to make any payment to the Insured Person under this Policy 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, 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 and this Policy may at any time be amended and changed by written agreement between PVI Insurance and the Insured Person. Subject to the laws of Vietnam, any amendment to this Policy shall be binding on all persons whether insured under this 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 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 (Applied to the Main Benefits)

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

Infants (From 14 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 or Damage to Travel Documents.
- No cover is applicable under any other section of this Policy.

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.

The compensation limit is stated in the Summary of Benefits, including the compensation limit for the main benefits and rider benefits.

7. Ages

All ages referred to in this Policy 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, the Insured Person shall:

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

Failure to comply with this condition may prejudice the claim.

- b) The Insured Person shall also submit the following information and documents to PVI Insurance:
  - (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight AirTickets charged to the Insured Person's credit card account; and
  - (ii) where a claim is made under section 3.2, 3.3, 3.4, 3.5 or 3.7 of this Policy, a property irregularity report obtained from Airline in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
- c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of Airline authorized to receive such notification.

#### 11. Proof of Loss

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

#### 12. Indemnification

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

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

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

#### 13. Effect of Fraud

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

#### 14. Medical Examination

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

15. Limitation of Claims

Subject to the laws of Vietnam, no claim benefits shall be payable under this Policy if presented to PVI Insurance beyond a period of three (3) years from the date of loss.

16. 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.

17. Sanctions Clause

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

18. Receipts

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

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

19. Rights of Nominee

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

20. Rights of Ownership

The policy owner is the Insured Person.

21. 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.

22. 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.

23. Free look period

The Policy and the Certificate of Insurance may be cancelled and PVI Insurance will refund the premium to

the Purchaser of Insurance if the Insured person gives PVI Insurance notice about the cancellation at least 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.

24. Sole Responsibility of PVI Insurance

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

25. Language Prevails

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

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

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

27. Duplication of Cover

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

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

28. Automatic Extension Coverage

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

## Medical Expenses Rider Benefits

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### Definitions for Medical Expenses Rider Benefits

1. **Accident** refers to an event which happens suddenly from external means giving rise to a result which is not intended or anticipated by the Insured.
2. **Account** refers to the bank account nominated by the Policyholder in the application form or a subsequently instructed by the Policyholder in writing, to which premiums for this Policy are to be debited or charged.
3. **Acquired Immune Deficiency Syndrome” or “AIDS”** shall include Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Washing Syndrome or any disease or sickness in the presence of **a sero-positive test for HIV**.  
**Opportunistic Infection** shall include but not be limited to Pneumocystis Carinii Pneumonia, Organism of Chronic Enteritis, virus and/or Disseminated Fungi infection.  
**Malignant Neoplasm** shall include but not be limited to Kaposi’s Sarcoma, Central Nervous System Lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disablement, in the presence of Acquired Immune Deficiency.
4. **Authorized Company** refers to the medical assistance company appointed from time to time by PVI Insurance and stated in each Policy Schedule issued by PVI Insurance prior to each Trip.
5. **Child or Children** refers to all legal dependent, unmarried children, including step-children or legally adopted children of the Insured Person.
6. **Company** refers to PVI Insurance Corporation.
7. **Confined or Confinement** refers to confinement for a continuous uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
8. **Emergency** means a bona fide situation when there is a sudden change in the Insured Person's health which requires urgent medical or surgical intervention to avoid danger to life or health.
9. **Family Policy (ies)** means a Policy issued for a maximum of two adult Insured Persons (from 18 years of age) who are Family Member of each other and any number of Children of the Insured Person (s).
10. **Financial Default** refers to the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed; or a partial suspension of operations following a filing of a bankruptcy petition.
11. **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.
12. **Home Country** shall mean any country to which the Insured Person(s) is granted rights of citizenship or permanent residence by the respective governmental authorities.
13. **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.
14. **Injury** refers to bodily injury which is caused directly and solely from an Accident and is independent from other causes.

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15. **Insured Person(s)** refers to the person(s) named as such in the Policy Schedule who has satisfied relevant conditions and requirements under this Policy.
16. **Loss of Hand or Foot** refers to permanent loss by physical separation at or loss of use of limb above the wrist or ankle joint, which according to the medical indication, will never be able to function at any time in the future.
17. **Loss of Speech** refers to the disablement in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
18. **Loss of Hearing** refers to permanent irrecoverable and complete loss of hearing.
19. **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.
20. **Medically Necessary Expenses** refers to expenses incurred within ninety (90) days of sustaining Injury or Sickness paid by the Insured Person to a legally qualified medical practitioner, Physician, nurse, hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire, but not exceeding normal and customary charges for the same in the country in which the expenses have been incurred.
21. **Overseas** refers to anywhere outside Vietnam.
22. **Permanent Total Disability** refers to disability that results directly, solely or independently of all other causes from Injury and which occurs within one hundred and eighty (180) consecutive days of the Accident in which such 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 and any other occupation totally and permanently.
23. **Period of Insurance** refers to the period specified in the Policy Schedule as the Period of Insurance.
24. **Personal Effects** refer to the Insured Person's baggage and belongings which are not indicated in the Exclusion that are carried with while traveling. Personal Effects shall include Lap-Top Computer.
25. **Policy** refers to Policy Schedule, Benefit Tables, Terms and Conditions, Exclusions, application form, Policy document and Endorsements.
26. **Policyholder** refers to the person/entity named as such in the Policy Schedule.
27. **Policy Schedule** refers to the Policy Schedule which is incorporated in and forms part of this Policy.
28. **Physician** refers to a physician or surgeon duly licensed and practicing pursuant to the laws of the country concerned. He/ She shall not include the Insured Person or his/ her Family Member(s) unless approved by PVI Insurance.
29. **Public Conveyance** means any land, sea or air conveyance operated under a license for the transportation of fare paying passengers, and which has fixed and established routes only.
30. **Resident In-patient** refers to an Insured Person whose Confinement is as a resident bed patient and whose confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
31. **Scheduled Departure Date** means the date on which the Insured Person is scheduled to depart as set out in his/her travel ticket.
32. **Sickness** refers to sickness or disease contracted and commencing during the Period of Insurance.



33. **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.
34. **Pre-existing Conditions** refers to condition for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.

## Rider Benefits Medical Expenses Coverage

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### 1. Medical Expenses Coverage

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

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

This Medically Necessary Expenses Coverage does not cover:

- a) Charges in respect of special or private nursing.
- b) Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore.
- c) Dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury
- d) Chiropractic and acupuncture.
- e) Organ transplantation;
- f) Any paid expenses covered under Emergency Medical Evacuation and Compassionate Visits Coverage and Repatriation of Mortal Remains Coverage (if any).

### 2. Emergency Medical Assistance and Travel Assistance

PVI Insurance has made arrangements with the Authorized Companies to provide the Insured Person with emergency medical assistance and travel assistance as specified hereafter. When the below riders are part of the Policy, the Insured Person or his representative may call the Authorized Company for assistance. Details of such coverage shall be set out in the Policy Schedule issued to the Insured Person.

The Insured Person or his representative will be required to identify the Insured Person's name, the Policy number as well as the nature of the problem, location and contact person and information. After validation, PVI Insurance or the Authorized Company will provide services and settle bills as required by the terms and conditions of this Policy.

#### 2.1 Emergency Medical Evacuation Coverage

When as the result of Injury or Sickness covered by this Policy commencing while the Insured Person is in the course of a Trip traveling Overseas and if in the opinion of the Authorized Company, or its authorized representative, 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 Company, or its authorized representative, shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, the reasonable expenses for such evacuation up to the benefit amount as specified in the Policy Schedule.

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

This Emergency Medical Evacuation Coverage does not cover:

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

## **2.2 Repatriation of Mortal Remains Coverage**

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

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

This Repatriation of Mortal Remains Coverage does not cover:

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

## **2.3 Hospital Expenses Guarantee**

PVI Insurance may, but is not obligated to, arrange through the Authorized Company to guarantee the Medically Necessary Expenses covered under Medical Expenses Coverage if the Insured Person is necessarily confined in a Hospital as a Resident In-Patient as a result of Injury or Sickness that occurred in the course of a Trip traveling Overseas.

## **2.4 Compassionate Visits Coverage**

In the event the Insured Person is confined in a Hospital Overseas for more than five (5) days, as a result of

- Injury (not applicable)

or

- Sickness

sustained while on a Trip, and his/her medical condition forbids evacuation and no adult traveling companion or Family Member is with him/her, PVI Insurance shall pay directly to the Authorized Company, or its authorized representative, the reasonable additional amount in relation to the transportation and/or accommodation expenses necessarily incurred by such one (1) adult Family Member of the Insured Person, up to the benefit amount as specified in the Policy Schedule/ Certificate of Insurance, to visit and stay with the Insured Person until he/she can return to Vietnam.

This Compassionate Visits Coverage does not cover:

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

## **2.5 Travel Assistance**

Upon request of the Insured Person, PVI Insurance may, but is not obligated to, arrange through the Authorized Company to refer or recommend the Insured Person necessary services such as legal consultations, interpreter, obtaining replacement of lost travel document or air ticket, or other similar services. Notwithstanding the forgoing, PVI Insurance, its authorized representative(s), the Authorized Company and its authorized representative(s) shall not be liable for any fees, charges incurred for such services.

## **3. Return of Children**

When this rider is part of the Policy, if the Insured Person's insured Child(ren) (age below 14) are left unattended Overseas as a result of

- Injury (not applicable)
- Sickness or hospitalization or death of the Insured Person,

PVI Insurance will pay reasonable additional accommodation and economical class of traveling expenses for them to return to the Vietnam up to the benefit amount specified in the Policy Schedule.

## General Terms And Conditions Applying To Medical Expenses Rider Benefits

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### 1. Eligibility

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

The age limit for eligible Child(ren) under Family Policy is from a minimum of six (6) weeks up to maximum age of eighteen (18) years or twenty three (23) years and full time student at a recognized school, college or university.

### 2. Effectiveness of Coverage

The coverage for all sections except "Trip Cancellation" commences on the date and at the time of departure of the Trip from the international area of Vietnam within the Period of Insurance and ceases on return of the Trip or at midnight on the expiry date of the Period of Insurance as specified in the Policy Schedule, whichever is the earlier.

### 3. Automatic Extension Coverage

In the event that the Insured Person's return Trip is delayed due to Unforeseen Circumstances beyond the Insured Person's control, PVI Insurance will extend the Period of Insurance necessary until the completion of his/her Trip, without charge, for up to seven (7) days, but total days covered not exceeding the maximum number of days per Trip as specified in this Policy.

### 4. Precedent condition and consideration

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

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

### 5. Complying with Policy conditions

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

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

### 6. Disclosure Obligations

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

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

**7. Medical Examination**

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

**8. Benefit Limits**

All limits are applied for each Trip.

**9. Right of Recovery**

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

**10. Duplication of Insurance:**

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

**11. Premium**

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

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

**12. Currency**

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

**13. Force Majeure**

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

**14. Subrogation**

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

**15. Cancellation for Breach of Disclosure Obligations**

- a) Where the Policyholder or any Insured Person fraudulently, intentionally or unintentionally:
  - (i) breaches a disclosure obligation under Part II, Clause 8;
  - (ii) makes a false or misleading statement or declaration to PVI Insurance; or
  - (iii) makes a false or fraudulent claim under the Policy or gives, or permits to be given, notice of any such claim

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

- b) Where PVI Insurance chooses to cancel the Policy under Clause 15(a), PVI Insurance shall be relieved from the obligation to pay the Policyholder/ Insured Person any amounts under the Policy. The Policyholder/ Insured Person shall be obliged to repay PVI Insurance any amounts it has received from PVI Insurance under the Policy. In addition, PVI Insurance shall be entitled to keep any premium already paid by the Policyholder, which shall be deemed to be compensation due to PVI Insurance for the cancellation of the Policy, regardless of any actual damage PVI Insurance may suffer.

## **16. Termination**

- 16.1 PVI Insurance may, in respect of a particular Insured Person, terminate the cover provided to such Insured Person under this Policy at any time by a 15-day prior written notice. In the event of such termination, PVI Insurance will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder. However, if any claim has been notified under this Policy, the premium will be deemed to be fully earned and no premium will be refunded to the Policyholder.
- 16.2. In the event of the occurrence of one or more of the following, this Policy shall be terminated by notice of termination from PVI Insurance, such termination taking effect forthwith upon the Policyholder's receipt of the notice of termination:
- a) non-payment of any premium;
  - b) conviction of a crime arising out of acts increasing the hazards insured against; or
  - c) willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance broker increasing the hazards insured against.
- 16.3. In the event that this Policy is terminated pursuant to clause 16.2, any premium collected or received by and on PVI Insurance behalf shall be forfeited and not be refundable to the Policyholder and the relevant portion of the premium that has been paid for any period beyond the termination date of this Policy shall be refunded to the Policyholder.
- 16.4. Any notice of termination given under clauses 16.1 and 16.2 will be by way of postal mail to the Policyholder or the Insured Person(s), where applicable, at his/her last address as shown by the records of PVI Insurance.
- 16.5. Without prejudice to the immediately preceding sub-clauses, if the Insured Person cancels a Trip on the ground that his/ her visa application has been refused by relevant authorities prior to the Scheduled Departure Date of the Trip and notifies PVI Insurance prior to the Scheduled Departure Date of the Trip of such cancellation, PVI Insurance shall be entitled to keep a portion of the premium, which has been paid (if any) by the Policyholder in respect of that Trip, at the rate to be applied by PVI Insurance from time to time. The remaining premium shall be refunded to the Policyholder by crediting to the nominated Account.

## **17. To Whom Indemnities Payable**

- 17.1. For Policy which Policyholder is Individual/Family:

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

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

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

17.2. For Policy which Policyholder is legal entity:

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

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

**18. Severability of the Policy**

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

**19. Arbitration**

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

**20. Governing law**

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

**21. 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 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.

**22. Headings and interpretation**

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

## **General Exclusions Applying To Medical Expenses Rider Benefits**

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The Policy does not cover:

1. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the Government, riot, strike.
2. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion.
3. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
4. Any prohibitions or regulations by any Government.
5. Any breach of Government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.

6. The Insured Person not taking all reasonable efforts to avoid any injury or minimize any claim under this Policy.
7. Riding or driving in any kind of race, professional sport (meaning the Insured Person would or could earn income or remuneration from engaging in it) and air travel (other than as a passenger in any properly licensed private and/or commercial aircraft), equipped mountaineering (unless with additional premium and with PVI Insurance's approval).
8. Any loss or treatment related/caused by pregnancy, pregnancy complications including all forms of delivery, miscarriage and abortion.
9. Suicide or attempted suicide or intentional self injury.
10. While the Insured Person is taking part in a brawl or taking part in inciting a brawl.
11. Action of the Insured Person while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind.

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

12. Any pre-existing conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the Period of Insurance or condition for which medical advice or treatment was recommended by a Physician within a 12-month period preceding the Period of Insurance.
13. AIDS or any Injury or Sickness commencing in the presence of a **sero-positive test for HIV**, and HIV-related disease.
14. Mental and nervous disorders, including but not limited to insanity.
15. The Insured Person engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.
16. Venereal disease.
17. Any treatment or surgical operation for congenital deformities and circumcision.
18. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression.
19. Birth control or treatments pertaining to infertility.
20. Treatment for obesity, weight reduction or weight improvement.
21. Treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a covered Injury or Sickness.
22. Traveling abroad contrary to the advice of a Physician, or for the purpose of obtaining medical treatment or services.
23. Losses which are indirect and consequential in nature.
24. Any loss or liability arising as a result of traveling to or passing by Cuba. This list of country is non-exhaustive and will be updated from time to time by PVI Insurance.



## Endorsement

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### 1. Sanction exclusion clause

PVI Insurance shall not be deemed to 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 PVI Insurance or its parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Vietnam, United Kingdom or United States of America.

### 2. Sporting activities exclusion clause:

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 if the Insured Person participates 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 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.

#### For the purpose of this exclusion:

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 the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities. Mountaineering and 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./