

TRAVEL CARE

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Important information

We trust that this policy meets your needs. Should you have any queries or need any further explanation, you can write to us at the following address:

BaoViet Insurance Corporation: 35 Hai Ba Trung – Hoan Kiem - Hanoi

This Policy, the Policy Schedule, the application form and any memoranda thereon shall be considered one document (together "the Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas

The Applicant on behalf of the Insured Persons by an application form including a declaration, which shall be the basis of each relevant contract, has applied for insurance and **BaoViet Insurance** (hereinafter referred to as "the Company") has agreed to provide such insurance.

The Company agrees only on the basis of the terms and conditions contained in the Policy, and subject to payment of the relevant premium, to provide insurance cover to the Insured Persons.

Where the application form and declaration is in respect of more than one Insured Person, the Company further only agrees to provide the insurance on the basis that this Policy, notwithstanding any other provision, is deemed and accepted to constitute separate insurance in respect of each such Insured Person covered.

Geographical Areas

AREA 1 Vietnam Only

AREA 2 ASEAN: Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar (Burma), Philippines, Singapore and Thailand

AREA 3 Asia-Pacific: includes the following countries only - Australia, mainland China, Guam, Hong Kong SAR, Japan, Korea, Macau SAR, New Zealand, Saipan, Taiwan and Tinian.

AREA 4 Worldwide: All other countries not specified in Area 1, 2 and 3 above

If a Trip involves more than one Geographical Area - the widest area must be used for premium calculation purposes (e.g. if a trip involves a trip to China (AREA 3) and the USA (AREA 4), the premium applicable for Area 4 Worldwide Plans must be paid.

Age Limits

Insurance is subject to the following age limits and restrictions on travel alone:

Adult: Persons aged between 17 to 85 years inclusive.

Child: Persons aged between 6 months to 16 years inclusive.

A Child aged 11 or below must be accompanied by and insured together with an adult Insured Person.

A Child aged 12 to 16 travelling alone will be covered by the Policy only if the standard adult premium is paid. For any such Child travelling alone, only the child benefits, as defined, will be payable.

Part 1 Definitions

1. "Accidental Bodily Injury" means bodily injury caused solely and directly by accidental, violent, external and visible means.
2. "Baggage" means baggage and personal effects normally worn or carried on a Trip and belonging to the Insured Person(s).
3. "Curtailment" means abandonment by return to Place of Residence or Place of Business after arrival at the scheduled destination of the planned Trip as shown on the itinerary.
4. "Child" means any dependent unmarried child, including any stepchild and legally adopted child of the Insured, who is aged between 6 months to 16 years of age (inclusive) at the inception of the Period of Insurance.
5. "Common Carrier" means:
 - (a) any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other public transportation provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers,
 - (b) any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports,
 - (c) any regularly scheduled airport limousine operating on fixed routes and schedules.
6. "Eligible Family Members" means the legally married spouse of the Insured, Children (natural or adopted), siblings, siblings in law, parents, parents in law, grandparents, grandchildren, legal guardian and step parents.
7. "Hospital" means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
 - operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
 - admits resident in-patients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
 - maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
 - provides a full-time nursing service by and under the supervision of a staff of nurses;

- maintains a legally licensed Physician in residence.

“Hospital” shall not include the following:

- a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
- a place for the aged; a rest home; a place for drug addicts or alcoholics;
- a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.

8. “Insured” means the person named as the Insured on the application form and otherwise the Applicant in whose name the Policy is issued.

9. “Insured Person” mean eligible persons for insurance cover who are named in the application form.

10. “Loss of Eye” means the total and irrecoverable loss of all sight of an eye or eyes rendering the Insured Person absolutely blind beyond remedy by surgical or other treatment.

11. “Loss of Limb” means loss by physical separation at or above the wrist or ankle joint, or total Loss of Use.

12. “Loss of Use” means total functional disablement.

13. “Maximum Duration of Trip” means a period of 180 days from the beginning of the Trip.

14. “Medical Practitioner”, “Physician”, “Doctor” means a practitioner of western medicine duly qualified and legally registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding a person who is the Insured Person himself/herself, or a relative of the Insured Person.

15. “Medical Treatment Expenses” means the actual expenses paid by the Insured Person to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and necessitated by accidental injuries to sound natural teeth.

16. “Period of Insurance” shall have the meaning as stated in the Policy Schedule subject to the Maximum Duration of Trip. Except for Section 9 of Part 2, the cover shall commence at the start of the insured “Trip”.

17. “Permanent Total Disablement” means that after 12 calendar months of total continuous disability which has resulted from Accidental Bodily Injury and which has commenced within 30 days after the date of the accident, the Insured Person is completely unable to engage in any substantially gainful occupation or employment for the remainder of his/her life.

18. “Personal Money” means cash, cheques, travellers' cheques and money orders belonging to the Insured Person, excluding credit cards and stored value cards

19. “Place of Business” is the place where the Insured Person normally works within Vietnam.

20. “Place of Residence” is the place where the Insured Person normally lives within Vietnam.

21. “Plan” means the type and level of cover contained in the application form and/or Policy for which the Insured Person has paid the premium

22. “Policy Schedule” is the schedule which is attached to and forms part of the Policy.

23. “Pre-existing Condition” means injury, sickness, disease or medical condition which existed before the Period of Insurance in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should have reasonably been aware.

24. “Private Car” means any four-wheeled pleasure type motor vehicle, excluding any vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.

25. “Sickness” means sickness or disease contracted and commencing during the Trip, and excludes any Pre-existing Condition.

26. “Travel Documents” means the following belonging to the Insured Person:

- (a) Documents of identity: Passport, visa and the like necessary and solely for immigration clearance of the Trip;
- (b) Travel tickets: Rail pass or integrated public transportation pass with face value exceeding USD100 or equivalent, cruise (lasting 24 hours or longer) ticket or air ticket for the Trip.

27. “Trip” means:

Area 1: a holiday or journey undertaken by an Insured Person and commences at 12.01 a.m. on the day of the scheduled journey and ceases at the expiry of the Period of Insurance specified in the Policy;

Areas 2, 3 and 4: a holiday or journey undertaken by an Insured Person and commences three (3) hours before the scheduled time the Insured Person leaves the place of embarkation in Vietnam to the scheduled destination(s) overseas and ceases when whichever of the following first occurs:

- (a) The expiry of the Period of Insurance specified in the Policy;
- (b) The Insured Person’s return to Vietnam (as evidenced by the immigration stamp)

Part 2 Coverage

Section 1 – Personal Accident Benefits

A. Personal Accident

In the event of Accidental Bodily Injury being sustained by an Insured Person during a Trip which shall result in death or disablement, the benefits will be paid in accordance with the purchased Plan

Provisions

1. If the Insured Person is a Child at the time of accident, the maximum amount payable will be limited to 20% of the sum insured stated in the chosen Plan
2. If the Insured Person is aged 76 or above at the time of accident, the maximum amount payable will be limited to 30% of the sum insured under this benefit.
3. No benefit will be payable unless death or disablement occurs within twelve months of the date of Accidental Bodily Injury.
4. Personal Accident Benefits 1-5, as stated in the chosen Plan, are not cumulative and only one benefit will be payable for any one event.
5. If at the time of accident, an Insured Person has already had amputation or Loss of Use of a hand, arm, foot, leg or has lost the sight of one or both eyes, such loss shall not be included in assessing any benefit payable under this Policy.

B. Extension of Cover

Credit Card Protection

In the event of death of an Insured Person caused by an accident outside Vietnam, the Company will pay up to the amount stated in the chosen Plan per Insured Person for any outstanding balance payable under such Insured Person's credit cards for items and sundries charged to such card during a Trip.

Provisions (applicable to Credit Card Protection only)

1. Benefit under this extension will not be paid if the Insured Person is entitled to this cover under any other insurance policy.
2. This cover will not apply to Insured Persons aged less than 17 years.
3. No interest accrued or financial charges will be paid hereunder.

Section 2 – Medical and Other Expenses

A. Medical Expenses

The Company will pay up to the amount specified if the Insured Person suffers Accidental Bodily Injury or Sickness during a Trip requiring urgent treatment. In such circumstances, the Company will indemnify the Insured Person for:

1. Medical Treatment Expenses, additional accommodation and travelling expenses necessarily incurred outside Vietnam within 12 months of the date of incident giving rise to the claim as a direct result of Accidental Bodily Injury sustained by or Sickness of the Insured Person occurring during the Trip.
2. The necessary Medical Treatment Expenses incurred in Vietnam by the Insured Person within 1 (one) month after the Insured Person's return from the Trip, such expenses having resulted from an accident or Sickness abroad which occurred during the Trip. Such Medical Treatment Expenses incurred in Vietnam will be limited to 10% of the Medical Expenses sum insured as stated in the chosen Plan

Provisions

1. If the Insured Person is aged 76 or above at the time of accident or sickness, the maximum amount payable will be limited to 30% of the sum insured under this benefit.
2. No benefits will be paid:
 - (i) For treatment obtained in Vietnam, except as provided for under item A2 of this Section.
 - (ii) For surgical and medical treatment which in the opinion of the Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to Vietnam or arrival in the country of final destination in the case of travellers not returning to Vietnam.
 - (iii) For the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing; wheelchair, crutch or any other similar equipment.
 - (iv) For any cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by accidental injuries occurring during a Trip.
 - (v) For treatment relating to a Pre-existing Condition.
 - (vi) For 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 Accidental Bodily Injury/Sickness.

B. Extensions of Cover

Compassionate Assistance

The Company will pay up to the amount stated in the chosen Plan for reasonable additional travel and accommodation expenses incurred:

- (i) by a family member or travelling companion when required on medical advice to remain or travel with an Insured Person who has been hospitalised or delayed the Trip due to their serious medical condition
- (ii) by a family member to assist in the repatriation of the Insured Person's remains

Repatriation of Remains

In the event of the death of an Insured Person, the Company will pay reasonable charges for the burial or cremation of the Insured Person outside Vietnam in the locality where the death occurred or the reasonable cost of transport of body or ashes to place of initial departure.

Funeral Expenses

The Company will pay the reasonable cost of funeral expenses (other than the burial or cremation charges) outside Vietnam in the locality of death of the Insured Person up to the amount stated in the chosen Plan per Insured Person. The expenses shall be paid directly to the funeral home (or similar establishment) and only upon receipt of satisfactory supporting documentation.

Return of Children

In the event any of the Insured Person's dependent child(ren) aged 16 or below travelling with the Insured Person who is left unattended overseas by reason of the Insured Person's Accidental Bodily Injury or Sickness resulting in hospital confinement, the Company will pay up to the amount stated in the chosen Plan in respect of the reasonable additional accommodation and travelling expenses for returning the child(ren) back to Vietnam.

Exclusion

No benefit will be paid for claims arising from a Pre-existing Condition.

C. Emergency Medical Evacuation Expenses

If as a result of an Accidental Bodily Injury sustained or Sickness commencing during a Trip it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to Vietnam, by the Company's designated Assistance partner will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the Insured Person's condition. The Company shall pay directly for the covered expenses for such evacuation, up to the amount stated in the chosen Plan.

The means of evacuation arranged by the Company's designated Assistance partner 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 Company's designated Assistance partner and will be based solely upon medical necessity.

Covered expenses are expenses for service provided and/or arranged by the Company's designated Assistance partner for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of an Insured Person. This includes the reasonable cost of emergency communication (using fixed line and mobile telephones and faxes), subject to a maximum of USD50.

Exclusions

1. Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled Trip.
2. Any expenses for a service not approved and arranged by the Company's designated Assistance partner. This exclusion shall, at the Company's discretion be waived if the Insured Person or his/her travelling companions cannot notify the Company's designated Assistance partner during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which the Company's designated Assistance partner would have provided under the same circumstances and up to the limit for emergency medical evacuation expenses as stated in the chosen Plan
3. Evacuation expenses relating to a Pre-existing Condition.

Section 3 – Hospital Cash Benefit

In the event that the Insured Person is admitted to a Hospital abroad as an inpatient due to Accidental Bodily Injury or Sickness sustained abroad during a Trip, the Company will pay the amount stated in the chosen Plan for every complete day whilst the Insured Person is hospitalised subject to an aggregate limit as stated in the chosen Plan.

Provisions

No benefit is payable for hospitalisation relating to a Pre-existing Condition.

Section 4 – Baggage and Personal Effects

The Company will indemnify each adult Insured Person up to the amount stated in the chosen Plan for loss or damage to baggage occurring during a Trip which is owned by the Insured Person, or taken, or sent in advance of, or purchased on a Trip.

Provisions

1. No benefit will be paid unless:
 - (a) The Insured Person takes reasonable and proper care for the safety of the baggage and personal effects, including examination of baggage when received.
 - (b) If the Insured Person is aware of any destruction, loss or damage, the Insured Person gives immediate notice:
 - (i) in the case of theft, loss or wilful damage by a third party, to the police; and

(ii) in the case of loss or damage in transit, to the carrier.

2. The Company will pay the amount stated in the chosen Plan per item, pair or set for each adult Insured Person. Where the item forms part of a set or pair, the Company will only pay the replacement value of the item that is lost, damaged or stolen and not for the cost of replacing the entire pair or set.

3. The Company may, at its discretion, opt to replace or repair any item instead of paying cash benefit. In the event that any damaged property is proven to be beyond economical repair, the claim will be dealt with under the Policy as if the article had been fully lost

4. No benefit will be paid:

(a) for normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.

(b) for loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities.

(c) for loss or damage to Personal Money, plastic money (including credit cards etc) and other instruments of payment, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities, travel documents or documents of any kind.

(d) for breakage of or damage to fragile articles, glass, crockery, televisions, musical instruments, household goods or equipment unless occasioned by accident to the conveyance in which the baggage is being carried.

(e) for jewellery and watches not carried in the Insured Persons hand baggage or not under the Insured Persons personal supervision or the supervision of a trusted travelling companion.

(f) for paintings, works of art, antiques and curios.

(g) for diving and skiing equipment.

(h) for motor vehicles, motorcycles, bicycles, boats and all accessories related to these items.

(i) for loss or damage to any business goods or samples.

(j) for animals, living creatures, food or plants and other items of a perishable nature.

(k) for damage to or replacement of any electronic data or software.

(l) for Unexplained disappearance.

(m) for Loss or damage to hired or leased equipment.

(n) in respect of loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a baggage irregularity report is obtained.

(o) in respect of losses not reported to the police within 24 hours upon discovery and unless a police report is obtained.

(p) under this Section if payment has been made for the same loss under Section 5 – Delayed Baggage.

Section 5 – Delayed Baggage

The Company will pay up to the amount stated in the chosen Plan for each Insured Person for emergency purchases of essential items or clothing purchased due to delay or misdirection of baggage during a Trip for at least 8 hours from time of arrival at destination abroad due to delay or misdirection in delivery

Provisions

1. This benefit can only be utilised once during any one Trip.

2. No benefit will be payable:

(a) if the delay arises from detention or confiscation by customs or other officials or authorities.

(b) unless the delay is certified with a baggage irregularity report obtained from the airline or with a letter from the tour operator.

(c) unless documentation is produced by the Insured Person showing details of the expenditure.

(d) If the baggage is delayed after the Insured Person's return to Vietnam or arrival in the country of final destination.

(e) under this Section if payment has been made for the same loss under Section 4 - Baggage and Personal Effects.

Section 6 – Personal Money and Travel Documents

The Company will pay up to the amount stated in the chosen Plan reasonable expenses to replace lost travel documents arising out of Burglary, Robbery or natural disaster (for example a tsunami, hurricane or earthquake) whilst on a Trip. Reasonable expenses are deemed to include additional travel and hotel accommodation expenses incurred.

The Company will also pay up to the amount stated in the chosen Plan for lost Personal Money arising out of a Burglary, Robbery or natural disaster (for example a tsunami, hurricane or earthquake) whilst on a Trip

Such loss must be reported to the police having jurisdiction at the place of loss, as soon as practicable, within 24 hours of the loss, or discovery of the loss. Any claim must be accompanied by written documentation from such police.

Provisions

No benefit will be payable for:

1. (a) Shortages due to error, omission, exchange or depreciation in value.
(b) Loss of travellers' cheques not immediately reported to the local branch or agent of the issuing authority.
(c) Personal Money belonging to insured Children, except for Children aged 12 to 16 travelling alone upon payment of adult premium where the Company's liability will be limited to USD100
2. In respect of tickets and passes, the maximum liability of the Company shall be limited to reimbursement of the actual replacement costs necessarily incurred by the Insured Person or the proportionate share of the unused portion of the tickets / passes, whichever is the less.

Section 7 – Personal Liability

The Company will indemnify the Insured Person up to the limit stated in the chosen Plan against legal liability to a third party, arising during a Trip as a result of:

1. Accidental Bodily Injury to any third party person;
2. Accidental loss of or damage to property belonging to a third party.

Such indemnification shall include payments made in respect of:

- (a) Third parties legal costs and expenses recoverable from the Insured Person and
- (b) The Insured Person's legal costs and expenses incurred with the prior written consent of the Company.

Provisions

1. The Insured Person shall not admit liability or enter into any settlement without obtaining the written consent of the Company.
2. There will be no payment under this Section unless judgements are delivered in the first instance by or obtained from a court of competent jurisdiction within the relevant country.
3. No benefit will be paid for loss or damage arising directly or indirectly from, in respect of, or consequent upon:
 - (a) Employer's liability, contractual liability or liability of a member of an Insured Person's family.
 - (b) Liability incurred by the acts of animals belonging to or in the care, custody or control of the Insured Person.
 - (c) Any wilful, malicious or unlawful act.
 - (d) Pursuit of trade, business or profession.
 - (e) Property belonging to or held in trust, or in the care, custody or control of the Insured Person.
 - (f) Ownership or occupation of land or building (other than the occupation only of a temporary residence).
 - (g) Liability arising out of the ownership, possession or use of vehicles, aircraft, or watercraft.
 - (h) Any criminal proceedings, fines, penalties or punitive damages.
 - (i) The influence of intoxicating liquor
 - (j) Racing, rallies
 - (k) The use of firearms.
 - (l) Pollution unless due to a sudden, unintended and unexpected occurrence.
 - (m) Asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Section 8 – Travel Delay

If, during a Trip, the departure of the Common Carrier in which the Insured Person has arranged to travel is delayed for at least 8 hours from the time specified in the travel itinerary supplied to the Insured Person, due to strike or industrial action, hijack, adverse weather conditions, mechanical breakdown, structural defect or derangement of that aircraft, sea vessel or Common Carrier, the Company will pay the amount stated in the chosen Plan for each full 8 hour delay (the delay being calculated from the departure time of the aircraft, sea vessel or Common Carrier specified in the itinerary) up to the maximum limit as stated in the chosen Plan per Insured Person.

Provisions

1. No benefits will be paid for delay:
 - (a) Arising from failure of the Insured Person to check in with the carriers (or their handling agents) according to the itinerary supplied to him/her.
 - (b) Arising from strike, industrial action or any circumstances leading to the delay already existing and known to the public at the insurance application date

- (c) Arising from late arrival of the Insured Person at the airport, port or station after check-in time (except for the late arrival due to strike or industrial action).
2. No Benefit will be paid unless the Insured Person obtains written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay.

Section 9 – Loss of Deposit or Cancellation

For the purpose of this Section, the Period of Insurance shall become effective and commence upon the approval of the application form. On cancellation of a scheduled Trip, the Company will indemnify up to the amount stated in the chosen Plan for each Insured Person in respect of losses of tour or travel or accommodation deposits or payments made with respect to the Insured Person's Trip, which are irrecoverable from the tour operator, Common Carrier or provider of accommodation.

Provisions

1. Benefits will be paid under this Section only for cancellation losses arising from:
 - (a) death, serious bodily injury or serious illness of the Insured Person, a travelling companion, Insured Person's spouse, parent, parent-in-law, grandparent, child, sister, brother, fiancé, fiancée or close business associate resident in Vietnam;
 - (b) witness summons, jury service or compulsory quarantine of the Insured Person;
 - (c) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusion 1(a)) or strike at the planned destination arising out of circumstances beyond the control of the Insured Person;
 - (d) serious damage of the Insured Person's principal residence from fire, flood, or similar natural disaster (for example a tsunami, hurricane or earthquake.) within one week from the departure date which requires the Insured Person's presence on the premises on the departure date.
2. No benefit will be paid for:
 - (a) Loss arising from medical conditions or circumstances in existence prior to the insurance application date
 - (b) Loss arising directly or indirectly from Government regulation or ordinance, delay or amendment of the booked itinerary or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the agent or tour operator through whom the holiday is booked.
 - (c) Loss arising directly or indirectly from disinclination to travel or financial circumstances of any Insured Person.
 - (d) Loss resulting from any unlawful act or criminal procedure of any person on whom the travel plans depend.
 - (e) Loss arising directly or indirectly from failure to notify travel agent/tour operator or a provider of transport or accommodation immediately it is found necessary to cancel the travel arrangement.
 - (f) Loss that is covered by any other existing insurance scheme, government programme or loss which will be paid or refunded by a hotel, Common Carrier, travel agent or any other provider of travel and/or accommodation.

Section 10 – Curtailment of Trip

The Company will pay up to the amount stated in the chosen Plan for each Insured Person in respect of unused irrecoverable prepaid transport cost or accommodation charges included in the contracted holiday or Trip and additional hotel and repatriation costs to Vietnam incurred due to necessary and unavoidable curtailment of a Trip as a direct result of:

- (a) the death, serious bodily injury or serious illness of the Insured Person, a travelling companion, Insured Person's spouse, parent, parent-in-law, grandparent, child, brother, sister, fiancé, fiancée or close business associate resident in Vietnam,
- (b) a riot or civil commotion (notwithstanding General Exclusion 1(a)) or hijack occurring outside Vietnam which first occurs during the Trip.

Provisions

1. Benefits will only be paid under this Section when any event giving rise to a claim did not exist at the time of the insurance application date.
2. No benefits will be paid:
 - (a) For claims arising from medical conditions or circumstances in existence prior to the insurance application date.
 - (b) If the person whose condition gives rise to any claim was receiving inpatient treatment in a hospital, or had received a terminal prognosis at the insurance application date.

Section 11 – Golfing 'Hole in One'

If an adult Insured Person achieves a 'Hole in One' whilst playing golf at any recognised golf course, during their Trip, the Company will pay the amount stated in the chosen Plan for each event and in total for each Trip.

Provisions

Benefits will only be paid under this Section on submission of a signed/countersigned score card recording the event, including an official documented acknowledgement by the golf course officials.

Section 12 – Reimbursement of Rental Vehicle Excess

Up to the limit as stated in the chosen Plan, the Company will reimburse an Insured Person for any motor policy Excess for which they are legally liable to pay in respect of loss or damage involving the rental vehicle resulting from an Accident.

Provisions:

1. The Insured Person must be a named driver of the rental vehicle or must not be prohibited from driving the rental vehicle under the terms and conditions of the rental agreement.
2. The rental vehicle must be rented from a licensed rental agency.
3. As part of the rental arrangement, the Insured Person must purchase full comprehensive motor insurance against the loss of or damage to the rental vehicle during the rental period.
4. The Insured Person must comply with all requirements of the rental agency agreement and of the terms of the motor insurance policy, as well as the laws, rules and regulations of the country.
5. The Company will not pay for :
 - i) Loss or damage arising from the operation of the rental vehicle which is in violation of the terms of the rental agreement,
 - ii) Loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country,
 - iii) Loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

Part 3 General Exclusions – Applicable To all Sections

The insurance under this Policy does not cover:

1. Claims arising directly or indirectly as a result of:

(a) Riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or the act or order of any government or public or local authority.

(b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from any process of nuclear fission, or from any nuclear weapons materials.

(c) Suicide or attempted suicide, wilfully self-inflicted injury, childbirth, pregnancy, miscarriage, insanity, alcoholism or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner but not for the treatment of drug addiction), self-exposure to needless perils (except in an attempt to save human life), venereal disease, AIDs or AIDs related complex, blood disorders, cancer related illnesses, travelling for the purpose of medical treatment

(d) Engaging in:

(i) racing other than on foot;

(ii) deep water diving (that is diving to a depth of greater than 40 metres);

(iii) motor rallies and competitions;

(iv) professional sports or activities in return for income or remuneration;

(v) aviation other than as a fare-paying passenger in a licensed aircraft operated by a recognised airline or air charter company which is duly licensed by the relevant authorities for the regular transportation of fare-paying passengers.

2. Claims arising from incidents not notified in writing to the Company within 30 days of the expiry of such Trip.

3. Claims arising from illegal acts of an Insured Person or an Insured Person's executors or administrators, legal heirs or personal representative

4. Claims in respect of any property otherwise insured.

5. Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause:

An act of "NCB terrorism" shall mean an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of NCB terrorism.

If the Company alleges that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Part 4 General Policy Conditions – Applicable to all Sections

1. Consideration

This Policy is issued in consideration of the statements and declarations contained in the application form and the Policy Schedule (or similar evidence of cover) and the Insured's payment of premium due.

2. Other Insurance

If the Insured Person is entitled to payment under any other insurance policy in circumstances where he would be entitled to claim under this Policy (except as provided by Section 1A - Personal Accident, Section 3 - Hospital Cash Benefit, Section 8 - Travel Delay - Section 11 - Golfing 'Hole in One' and Section 12 Reimbursement of Rental Vehicle Excess under Part 2), the Company will only be liable for amounts not recoverable from such other insurance.

3. Duplicate Application

An Insured Person shall not be covered under more than one Travel Insurance policy underwritten by the Company for the same Trip. In the event that an Insured Person is covered by more than one policy issued by the Company, benefit(s) will be based on the policy which provides the greatest amount of benefit.

4. Entire Contract: Changes

The entire contract between the parties will be constituted by this Policy, the application form, the Policy Schedule (or similar evidence of cover) and any endorsements and amendments, if any. No change in this Policy will be valid unless approved by the Company and evidenced by endorsement or amendment.

5. Reasonable Care

The Insured Person must exercise reasonable care to prevent accidents, injury, illness, disease, loss or damage.

6. Mis-statement or Fraud

If the Insured makes any false statement in the application form or concerning any claim, the Company shall have the right to repudiate liability under the Policy.

7. Mis-statement of Age

If the age of any Insured Person has been misstated all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured Person has been misstated, and if according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums then the liability of the Company during the period the Insured Person is not eligible for the coverage shall not attach.

8. Hijack

Notwithstanding anything contained in General Exclusion 1(a), in respect of hijack cover, where applicable, this Policy shall include accidents arising from the hijacking of any vessel, vehicle or aircraft upon which the Insured Person is travelling as a bona fide passenger.

9. Notice of Claim

Written notice of claim must be given to the Company immediately and in any event within 30 days of the completion of the relevant Trip.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice had been provided as soon as was reasonably practicable, and in any event within 60 days of the completion of the relevant Trip.

Any notice given to the Company by or on behalf of the claimant must identify the Insured Person in order to be deemed notice.

10. Claim Forms

The Company, upon receiving a notice of claim, will provide the claimant with the form it requires for filing proof of claim.

Medical reports and all proof of loss required by the Company shall be provided at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

11. Proof of Claim

Written proof in support of a claim must be provided to the Company within 30 days from the receipt of the claim form provided by the Company as above. Failure to provide such proof within the time required shall not invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible, and in no event later than 180 days from the time such proof is otherwise required.

All claims must be submitted with comprehensive supporting information and documentary evidence as the Company may require, including but not limited to:

(a) In the case of Personal Accident Benefits:

Hospital and physicians reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and in the event of death a copy of the death certificate and the relevant coroner's report.

(b) In the case of Medical and Other Expenses, Hospital Cash Benefit, Loss of Deposit or Cancellation and Curtailment of Trip:

All receipts, tickets coupons, contracts or agreements relevant to the claim and if the claim be in respect of medical treatments, a full physician's report stipulating (a) the diagnosis of the condition treated, (b) the date the disability commenced in the physician's opinion and (c) the physician's summary of the course of treatment including medicines prescribed and services rendered.

(c) In the case of Baggage and Personal Effects, Delayed Baggage, Personal Money and Travel Documents:

All details including, but not limited to, receipts as to date of purchase, price, model and type of items lost or damaged, receipt of any emergency purchases of essential items during the Trip, a copy of immediate notification to carrier and his/her acknowledgement when loss or damage has occurred in transit and certified copy of immediate police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence.

(d) In the case of Travel Delay:

Documentation satisfactory to the Company that the cause of delay was officially recognised together with a clear statement of its nature.

(e) In the case of Personal Liability:

All correspondence, summons or writ must be submitted to the Company immediately upon receipt, unanswered.

(f) In the case of Golfing 'Hole in One':

The signed/countersigned score card recording the event issued by the golf club and documentary acknowledgement from the Golf club management

(g) In the case of Reimbursement of Rental Vehicle Excess:

Documentary evidence of the Excess that you were required to pay in respect of the loss.

12. Physical Examination

The Company shall have the right and opportunity at its own expense to examine the Insured Person when and as often as it may reasonably require pending the outcome of a claim under this Policy.

In the event of the death of the Insured Person, the Company shall be entitled to have a post-mortem examination carried out at its own expense, except when such examination is prohibited by law.

13. Payment of Benefit

(i) Benefits payable under this Policy shall be paid to the Insured Person unless the Insured Person/Insured (as applicable) directs the Company otherwise in writing in a manner as accepted by the Company.

(ii) In the absence of any such written direction, any benefits unpaid at the time of death of the person indicated under paragraph (i) above shall be paid to the estate of such person.

(iii) Any receipt given to the Company by the person indicated under paragraph (i) above shall be deemed a final and complete discharge of all liability of the Company

14. Subrogation

The Company has the right to proceed at its own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

15. Legal Action

No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiration of 30 days within which proof of claim is required.

16. Jurisdiction and Governing Law

This Policy is subject to the exclusive jurisdiction of Vietnam and is to be construed according to the laws of Vietnam (Section 7 Personal Liability of Part 2 excepted).

17. Arbitration

Any difference arising out of this Policy, unless otherwise settled amicably, shall be referred to the Court of Socialist Republic of Vietnam.

18. Currency

Premiums and benefits payable under this Policy shall be in the currency of Vietnam (VND). The payment of premiums and claims shall be settled in accordance with the State current regulations on foreign exchange management.

19. Interest

No payment due under this Policy shall carry interest.

20. Prohibition on Trust or Assignment

This Policy is not assignable and the Insured warrants that the Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Insured's possession throughout the currency of the Policy.

21. Place of Departure

This insurance is only valid for a Trip originating from Vietnam.

Part 5 Termination

No refund of premium is allowed once the application form has been accepted. If the premium is not paid, the Policy shall be deemed to have been void from the inception of the Period of Insurance specified in the Policy Schedule.

Part 6 Automatic Extension

This insurance will be automatically extended for a maximum period of 10 days without charge in the event that the Insured Persons are unavoidably delayed in the course of their scheduled Trip as stipulated prior to departure.

Part 7 Extension of Period of Insurance

Upon the request by the Insured Person, the Period of Insurance may be extended subject to the following:

- (a) the customer's copy of the original approved application form is endorsed by the Company;
- (b) the Policy has not expired at the time the request is made;
- (c) after the extension, the Period of Insurance does not exceed 180 days;
- (d) payment of additional premium (subject to the minimum premium requirement) as prescribed by the Company.