



# TRAVEL GUARD<sup>®</sup> - GLOBAL TRAVEL PROTECTION

## TERMS & CONDITIONS

This document is issued by AIG Vietnam Insurance Company Limited (hereinafter called the “Company”) and contains terms and conditions of the Policy to be issued to the Insured Person.

In exchange for the premium the Insured Person has paid or has agreed to pay, and on the basis of the proposal and declaration submitted to and/or any statements made to the Company, the Company will provide the Insured Person with the insurance set out in the Policy.

### PART I – DEFINITIONS

- 1) **ACCIDENT or ACCIDENTAL** means a sudden, unforeseen and fortuitous event caused wholly and exclusively by violent, external and visible means which solely and independently results in the Insured Person suffering Death, Disablement or bodily injury.
- 2) **ACQUIRED IMMUNE DEFICIENCY SYNDROME or AIDS** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.
  - a) **OPPORTUNISTIC INFECTION** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
  - b) **MALIGNANT NEOPLASM** shall include but not be limited to Kaposi’s sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency.
- 3) **ACTIVITIES OF DAILY LIVING** shall mean dressing, feeding, mobility, toileting, transferring and washing as described below:
  - a) **Dressing** means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
  - b) **Feeding** means the ability to feed oneself food after its preparation and being made available.
  - c) **Mobility** means the ability to move indoors from room to room on level surfaces.
  - d) **Toileting** means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
  - e) **Transferring** means the ability to move from a bed to an upright chair or wheelchair, and vice versa.
  - f) **Washing** means the ability to wash in the bath, or shower or wash by other means.
- 4) **AIR TRAVEL** shall mean riding as a fare-paying passenger (not as an operator or crew member) in or on, boarding or alighting from a properly licensed commercial airline common carrier.
- 5) **COMMON AIR CARRIER** means any fixed-wing aircraft provided and operated by a commercial airline company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports.
- 6) **COUNTRY OF ORIGIN / HOME COUNTRY** shall mean any country to which the Insured Person is granted rights of citizenship or permanent residence by the respective governmental authorities.
- 7) **EMERGENCY MEDICAL EVACUATION** means:
  - a) The Insured Person’s medical condition warrants transportation from the place where the Insured Person suffers Injury or Sickness to the nearest Hospital where appropriate medical treatment can be obtained; or
  - b) After being treated at a local Hospital, the Insured Person’s medical condition warrants transportation to Vietnam to obtain further medical treatment or to recover.
- 8) **GOLFING EQUIPMENT** means golf clubs and golf bags.
- 9) **HAZARDOUS ACTIVITIES** means including but not limited to sky-diving, hang gliding or parachuting, bungee jumping, rock or mountain climbing normally involving the use of ropes or the equipment, cave exploring, scuba diving or similar hazardous activities.
- 10) **HOSPITAL** shall mean a hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home) operated pursuant to law for the care and treatment of injured or sick person with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.
- 11) **HOSPITAL CONFINEMENT** shall mean being confined in a hospital as a registered in-patient because of a medical necessity and on the recommendation of a Qualified Medical Practitioner. One day of Hospital



Confinement shall mean a continuous twenty-four (24) hour period for which the Hospital makes a charge for room and board for the treatment of Injury or Sickness.

- 12) **HOSTAGE** means the Insured Person (except a minor held hostage by his or her parents) being taken or held by another person by force or against the Insured Person's will as a prisoner.
- 13) **INJURY** means bodily injury which is sustained by an Insured Person and is caused by an Accident solely and independently of any other causes where death of, or loss to the Insured Person results within 90 days from the date of the Accident.
- 14) **INSURED PERSON(S)** means the person(s) named in the Policy Schedule as the Insured(s).

For "Family Policy", the Insured Persons are:

Per Trip

- a) a maximum of 2 adults who need not to be related; and
- b) any number of children who are:-
- unemployed;
  - unmarried; and
  - not older than 18 years of age (or up to the attainment of 23 years of age if studying full-time in a recognised institution of higher learning);
  - and each of whom is related to either of the 2 insured adults under the Family Policy (Per Trip).

Under per trip Family policy, all Insured persons must depart from and return to Vietnam together at the same time.

Annual

For "Family Policy" (Annual), the "Family" shall comprise:-

- a) the Insured Person;
- b) his legal spouse; and
- c) their legal children who are:-
- unemployed;
  - unmarried; and
  - not older than 18 years of age (or up to the attainment of 23 years of age if studying full-time in a recognised institution of higher learning);

Each child in an Annual Family Plan must be accompanied by at least 1 of the insured adults under that Plan for any Trips made during the policy period.

If 2 or more individuals are in an employer-employee relationship, they cannot be covered under a Family Policy.

- 15) **LOSS OF LIMB** shall mean total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- 16) **LOSS OF HEARING** shall mean permanent irrecoverable loss of hearing where
- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1000 Hertz
- If c dB = Hearing loss at 2000 Hertz
- If d dB = Hearing loss at 4000 Hertz
- 1/6 of (a+2b+2c+d) are above 80 dB
- 17) **LOSS OF SIGHT** shall mean the entire and permanent irrecoverable loss of sight.
- 18) **LOSS OF SPEECH** shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
- 19) **MEDICAL EXPENSES** shall mean expenses incurred Overseas within ninety (90) days of sustaining Injury or Sickness and paid by the Insured Person to a legally Qualified Medical Practitioner, Hospital and/or ambulance service for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies incurred during treatment at clinics or hospitals and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. All treatment including specialist treatment must be prescribed/referred by a Qualified Medical Practitioner in order for expenses to be reimbursed under the Policy and shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.



- 20) **OVERSEAS** means beyond the territorial limits of Vietnam.
- 21) **PERMANENT** shall mean lasting twelve (12) calendar months from the date of Accident and at the expiry of the twelve (12) calendar month period being beyond hope of improvement.
- 22) **POLICY** means the policy issued to the Insured Person based on the terms and conditions contained in this document.
- 23) **POLICYHOLDER(S)** mean(s) individual Insured person(s) living in Vietnam or those traveling out of Vietnam, all types of organizations, including travel agencies who provide the Insured persons with travel services.
- 24) **PRE-EXISTING MEDICAL CONDITION**
- For a per Trip policy shall mean any condition for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a 12-month period preceding the effective date of the Policy; or for which medical advice or treatment was recommended by a Qualified Medical Practitioner within a 12-month period preceding the effective date of the Policy.
- For Annual Plan policies, a medical condition for which an Insured Person has made a claim on a previous Trip or a medical condition where treatment was sought or diagnosed within 12 months prior to Insured Person's travel, will be considered a pre-existing medical condition.
- 25) **PUBLIC PLACE** shall mean any place to which the general public has access, for example (but not limited to) airports, shops, restaurants, hotel foyers, parks, beaches, golf course, driving range, public buildings, etc and like places.
- 26) **PUBLIC TRANSPORT** shall mean any regularly scheduled mode of transportation provided and operated by a duly licensed carrier and meant for the local public interest as means to move around and recognized by respective countries (eg: a bus, ferry, hovercraft, hydrofoil, ship, train, tram or underground train). This would exclude all modes of transportation which are chartered or arranged as part of a tour; even if these services are regularly scheduled. Common Air Carrier in this Policy is treated as Public Transport.
- 27) **QUALIFIED MEDICAL PRACTITIONER** shall mean a registered and qualified medical practitioner licensed under any applicable laws and acting within the scope of his/her license and training. The attending Qualified Medical Practitioner shall not be the Insured Person, the Insured Person's spouse, a person booked to accompany the Insured Person on the Trip, or a person who is related to the Insured Person.
- 28) **RELATIVE** shall refer to the Insured Person's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, great grandparent, great grandparent-in-law, grandchild, great grandchild, brother, sister, brother-in-law, sister-in-law, brother, sister, niece, nephew, aunt or uncle.
- 29) **SELECTED PLAN** shall mean the choice of Superior, Classic or Basic Plan made by the Insured or his/her representative at the time of application.
- 30) **SICKNESS** shall mean any noticeable change in the physical health of an Insured Person due to a medical condition contracted, commencing or manifesting whilst Overseas during the period of the insured Trip in which the Insured Person seeks the care of a Qualified Medical Practitioner acting within the scope of his/her license to treat the Sickness for which the claim is made provided the Sickness is not pre-existing and the nature of the Sickness is not excluded from the Policy.
- 31) **TERRORISM** means any activities that:
- i. is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and
  - ii. is carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), but not including a sovereign government (de jure or de facto), and
  - iii. appears to be intended to:
    - a) intimidate or coerce a civilian population, or
    - b) disrupt any segment of the economy of a Government, State or Country, or
    - c) overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
    - d) affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking.
- 32) **TOTAL DISABLEMENT** shall mean Injury of a permanent nature which solely and directly totally disables and prevents an Insured Person from attending to any business, occupation of any and every kind or if he has no business or occupation, from attending to at least three of his Activities of Daily Living. This Total Disablement shall be diagnosed and certified by Qualified Medical Practitioner
- 33) **TRAVEL COMPANION** shall mean a person who has travel bookings to accompany an Insured Person on the whole Trip.



- 34) **TRIP** shall mean a journey undertaken by an Insured Person and commences at the time the Insured Person leaves the place of embarkation in Vietnam, after finish immigration administration, to the intended destination(s) Overseas and ceases on whichever of the following occurs first :
- (a) The expiry of the period of insurance specified in the Policy;
  - (b) The Insured Person's return to his / her permanent place of residence;
  - (c) Upon arrival into Vietnam after finish immigration administration.
- 35) **HOUSEHOLD CONTENTS** shall mean household furniture and furnishing, clothing and personal effects belonging to the Insured Person or to members of his/her family or domestic servants permanently residing with him/her and fixtures and fittings the Insured Person owns (or for which he/she is responsible) not being landlord's fixtures and fittings excluding: Deeds, bonds, bills of exchange, promissory notes, cheques, travelers' cheques, securities for money, documents of any kind, cash, currency notes.
- 36) **KIDNAP** means any event or connected series of events of the Insured Person's seizing, detaining or carrying or taking away by force or fraud (except a minor kidnapped by his or her parents) against the Insured Person's will for the purpose of demanding a ransom.
- 37) **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.
- 38) **SERIOUS INJURY OR SERIOUS SICKNESS** whenever applied to the Insured Person is one which requires treatment by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as unfit to travel or continue with his/her original Trip. When applied to the immediate family member, it shall mean Injury or Sickness certified as being dangerous to life by a Qualified Medical Practitioner and which results in the Insured Person's discontinuation or cancellation of his/her original Trip.
- 39) **AIG TRAVEL ASIA PACIFIC PTE. LTD. (ATAP)** is a provider of travel assistance services, including but not limited to 24-hour emergency travel and medical assistance services ("Assistance Services") through its branch office located in Malaysia.
- 40) **VALUABLES** shall mean articles of gold, silver or other precious metal jewellery, furs, watches and precious or semi-precious gems.



## **PART II - COVERAGE**

### **A. OVERSEAS MEDICAL ASSIST**

#### **SECTION 1 - MEDICAL & ACCIDENTAL DENTAL EXPENSES INCURRED OVERSEAS**

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

This section also covers against Medical Expenses incurred for treatment or follow-up treatment in Vietnam for Injury or Sickness which the Insured Person had sustained whilst Overseas. The time limit for seeking such medical treatment is as follows:

- a) If prior medical treatment has not been sought Overseas, the Insured Person must seek medical treatment in Vietnam within two (2) days upon return to Vietnam. From the date of first treatment in Vietnam, the Insured Person has up to a maximum of thirty-one (31) days to continue medical treatment in Vietnam or up to a maximum sum of 15% of the maximum benefit of Section 1, whichever occurs first.
- b) If medical treatment had already been sought Overseas, the Insured Person has up to a maximum of thirty-one (31) days upon return to Vietnam to continue medical treatment in Vietnam or 15% of the maximum benefit of Section 1, whichever occurs first.

The maximum amount payable under (a) or (b) above for Insured Person(s) upon attainment of sixty five (65) years of age and above is up to 2.5% of the maximum benefit of Section 1.

N.B. In no event shall the total of the Medical Expenses incurred Overseas and in Vietnam exceed the maximum benefit of Section 1.

Medical treatment by herbalist, acupuncturist, chiropractor and bonesetter on Injury sustained Overseas is payable up to a maximum of [VND4,200,000] per Accident.

If the Insured Person is entitled to a refund of all or part of the expenses from any person or any other source, the Company will only pay the amount of Medical Expenses over and above the refunded amount up to the applicable limits. The Company will only reimburse expenses incurred in Vietnam (if any) in accordance with the prevailing laws, rules and regulations of Vietnam.

#### **SECTION 2 - HOSPITAL INCOME**

The Company will pay up to the limit applicable to the Selected Plan for Hospital Confinement due to Injury or Sickness as defined herein sustained whilst Overseas. The Company will pay [VND1,050,000] per day to the Insured Person if the Insured Person is hospitalized whilst Overseas. Payment shall be made after the period of confinement in a Hospital.

#### **SECTION 3 - EMERGENCY MEDICAL EVACUATION**

When as the result of Injury or Sickness commencing while the Insured Person is Overseas and if in the opinion of ATAP, or an authorized representative of ATAP, it is judged medically appropriate to move an Insured Person to another location for medical treatment, or to return the Insured Person to Vietnam, ATAP, or the authorized representative, shall arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person's condition. The Company shall pay directly to ATAP the covered expenses for such evacuation up to the limit applicable to the Selected Plan.

Applying 30% deductible of evacuation expenses for hiking, trekking means insured has to pay 30% actual evacuation expenses.

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

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

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



#### **SECTION 4 - REPATRIATION TO VIETNAM**

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

The Company shall also reimburse to the Insured Person's estate expenses actually incurred, for services and supplies provided by the mortician or undertaker, including the cost of the casket, the embalming and cremation if so elected.

The Company will not pay for the following expenses:-

- 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 incurred for the transportation of the Insured Person's remains not approved and arranged by ATAP, or by an authorized representative of ATAP.

#### **SECTION 5 – REPATRIATION TO HOME COUNTRY**

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

The Company shall reimburse to the Insured Person's estate expenses actually incurred, for services and supplies provided by the mortician or undertaker, including the cost of the casket, the embalming and cremation if so elected.

The Company will not pay for the following expenses:

- 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 incurred for the transportation of the Insured Person's remains not approved and arranged by ATAP, or by an authorized representative of ATAP.

#### **SECTION 6 – ATAP SERVICE**

The following range of 24-hour worldwide emergency & assistance services are available to an Insured Person:-

- Medical Service Consultation/Advice/Referral
- Hospital Admission Assistance (including Guarantee of Hospitalization deposit and Direct Settlement of covered hospital bills) of all events covered by the Policy
- Emergency Medical Evacuation & Repatriation
- Baggage Service
- Legal Service
- Emergency Ticket Service

#### **SECTION 7 - HOSPITAL VISITATION**

In the event the Insured Person is hospitalized Overseas for more than five (5) days as a result of Serious Injury or Serious Sickness and his/her medical condition forbids evacuation and no adult member of his family is with him/her, the Company will pay up to the limit applicable to the Selected Plan the reasonable travel (economy airfare, rail or sea transport fare) and hotel accommodation expenses necessarily incurred by one Relative or friend of the Insured Person to visit and stay with him/her until the Insured Person is medically fit to return to Vietnam.

#### **SECTION 8 – COMPASSIONATE VISIT**

In the event of the Insured Person's death due to an Accident or Sickness whilst Overseas and no adult member of Insured Person's family is with Insured Person; the Company will pay up to the limit applicable to the Selected Plan the reasonable travel (economy airfare, rail or sea transport fare) and hotel accommodation expenses incurred by one Relative or friend of the Insured Person to assist in the final arrangement at the destination of the Insured Person.

N.B. The Policy will only pay for any claim either under Section 7 or Section 8, but not both.





**SECTION 9 - CHILD GUARD**

In the event the Insured Person is hospitalized Overseas and there is no other adult to accompany the child/children who is/are below the age of eighteen (18) years old, the Company will pay up to the limit applicable to the Selected Plan reasonable travel (economy air travel and rail travel and sea travel) and hotel accommodation expenses for a Relative or friend to accompany the child/children back to Vietnam/Home Country.

**B. PERSONAL ACCIDENT ASSIST**

**SECTION 10 – ACCIDENTAL DEATH & DISABLEMENT**

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

<b>Principal Sum Insured per Insured Person (VND)</b>			
	<b>Superior Plan</b>	<b>Classic Plan</b>	<b>Basic Plan</b>
Insured Person (before the attainment of age 65 years & below)	3,150,000,000	2,100,000,000	1,050,000,000
Insured Person (Upon the attainment of age 65 years & above)	1,050,000,000	1,050,000,000	525,000,000
Insured Child (included In Family Plan)	525,000,000	525,000,000	525,000,000

**Schedule of Compensation**

- 1. Death 100% }
- 2. Permanent Total Disablement 100% }
- 3. Permanent and Incurable Paralysis of all Limbs 100% }
- 4. Permanent Total Loss of Sight of both Eyes 100% } Percentage of
- 5. Loss of or the Permanent Total Loss of use of two Limbs 100% } Principal Sum
- 6. Permanent Total Loss of Speech and Hearing 100% } Insured above in
- 7. Permanent Total Loss of Hearing in } accordance with choice
  - a) both Ears 75% } of Selected Plan
  - b) one Ear 15% }
- 8. Permanent Total Loss of Sight of one Eye 55% }
- 9. Loss of or the Permanent Total Loss of use of one Limb 50%

**SECTION 11 - PUBLIC TRANSPORT DOUBLE COVER (APPLICABLE TO SUPERIOR PLAN ONLY)**

In the event an Accident occurs whilst the Insured Person is Overseas and is riding as a fare paying passenger in a scheduled Public Transport, resulting in the death of the Insured Person, the amount of compensation will be as follows:

	<b>Principal Sum Insured for Per Insured Person</b>
	<b>Superior Plan only</b>
Insured Person (Before the attainment of sixty five (65) years & below)	VND6,300,000,000
Insured Person (Upon the attainment of sixty five (65) years & above)	VND2,100,000,000
Insured Child (included in Family Plan)	VND1,050,000,000

N.B. The Policy will only pay for any claim either under Section 10 or Section 11, but not both.



## **SECTION 12 – CHILD EDUCATION GRANT**

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

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

## **C. TRAVEL ASSIST**

### **SECTION 13 - TRAVEL CANCELLATION**

If the Trip is cancelled due to any of the following occurring within 30 days (except for item (c)) before the date of departure of the Trip:-

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

The Company will pay, up to the limits applicable to the Selected Plan, for the resulting loss of travel and/or accommodation expenses:-

- a) paid in advance by the Insured Person; and
- b) for which he is legally liable; and
- c) which are not recoverable from any other source.

The Company will not pay for any loss:-

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

N.B. The Policy will only pay for any claim either under Section 13 or Section 14, but not both.

### **SECTION 14 – TRAVEL POSTPONEMENT (NOT APPLICABLE TO BASIC PLAN)**

If the Trip is postponed due to any of the following occurring within 30 days (except for item (c)) before the date of departure of the Trip:-

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

The Company will pay, up to the limits applicable to the Selected Plan, for the resulting administrative charges:-

- a) which full payment was made for the initial trip by the Insured Person; and





- b) for which he is legally liable; and
- c) which are not recoverable from any other source.

The Company will not pay for any loss:-

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

N.B. The Policy will only pay for any claim either under Section 13 or Section 14, but not both.

#### **SECTION 15 - TRAVEL CURTAILMENT INCLUDING AIRCRAFT HIJACKING (NOT APPLICABLE TO BASIC PLAN)**

This coverage is effective only if it is purchased before the Insured Person becomes aware of any circumstances which could lead to the disruption of his/her Trip.

If the Insured Person has to return directly to Vietnam from Overseas:-

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

The Company will pay, up to the limits applicable to the Selected Plan, for:-

- a) any additional air, land or sea travel (economy class fare whenever possible) or accommodation expenses incurred as a result; and
- b) any loss of travel and/or accommodation expenses paid in advance by or forfeited from the Insured Person after the commencement of the Trip as a result.
- c) any expenses resulting from an extension of the Trip due to quarantine upon medical advice.

The Company will not pay for any loss:

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

N.B. The Policy will only pay for any claim either under Section 14 or Section 22, but not both.

#### **SECTION 16 – TRAVEL COMPANION INCONVENIENCE (NOT APPLICABLE TO BASIC PLAN)**

The Company will pay up to the limit applicable to the Selected Plan for any loss of travel and/or accommodation expenses paid in advance (economy airfare, rail road or sea transport fare) incurred by one travelling Relative or Travel Companion (who is also covered under a valid Travel Guard policy for the same trip) for the unused portion of the trip if his/her Trip was disrupted due to the hospitalization of the Insured Person, in which he/she has to stay behind to assist the Insured Person whilst not continuing the original planned trip.

N.B. The Policy will only pay for any claim either under Section 7 or Section 16, but not both.

#### **SECTION 17 - PERSONAL BAGGAGE INCLUDING LAP-TOP COMPUTER**

The Company will pay to the Insured Person up to the limit applicable to the Selected Plan for loss of or damage sustained Overseas to personal baggage taken or purchased; including natural disasters (typhoon, earthquake etc) arising out of circumstances beyond the control of the Insured Person at the planned destination whilst on the trip. This includes clothing and personal effects worn or carried on the Insured Person, in suitcases and like receptacles.



Lap-top Computers must be owned by the Insured Person or the Insured Person's employer and held in the Insured Person's care, custody and control. All other items must be owned by the Insured Person, not hired, loaned or entrusted to.

In the event any article of Insured Person(s) personal baggage is proven to be beyond economical repair, a claim will be dealt with under the Policy as if the article had been lost.

The Company shall not be liable for more than [VND10,500,000], in respect of any one article or pair or set of articles. The maximum limit for Lap-top Computer is [VND21,000,000] and only for one Lap-top per Insured person for every Policy in respect of replacement.

The Company may make payment or at its option reinstate or repair subject to due allowance of wear and tear and depreciation.

Depreciation may not be applied to electronic items that are purchased less than 1 year from the date of accident if the Insured Person can produce supporting document (i.e. original receipts or original warranty card) for claims.

Claims that result from the Insured Person's losing baggage or it being damaged or delayed while being held by an airline, should be made to the airline first. Any amount paid under this Policy will be reduced by the amount of compensation the Insured Person receives from the airline for the same event.

The loss must be reported to the police or relevant authority such as hotel and airline management having jurisdiction at the place of the loss within twenty-four (24) hours from the incident. Any claim must be accompanied by official documentation from such authorities and documents to prove the value of lost items. The reimbursement for items without official receipts will be assessed and determined by AIG Vietnam, subject to a maximum amount payable of [VND4,200,000] for all items.

The Insured Person must take every possible step to ensure that their baggage or personal effects are:-

- a) not left unattended in a Public Place
- b) and must take all reasonable precautions for the safety of all personal property and baggage.

A pair or set of items is treated as one item (e.g. a pair of shoes, a camera and its standard accompanying lens and accessories).

The Company will not pay for the following losses:-

- 1) The following classes of property are excluded from coverage: animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, fruits, perishables and consumables, household effects, antiques, artifacts, paintings, objects of art, computers (including handheld computers, software and accessories with the exception of Lap-Top Computers as provided herein above), manuscript, jewellery, gem stones, watches, contact or corneal lenses, securities, souvenirs, musical instruments, bridges for tooth or teeth, dentures.
- 2) Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon resulting there from.
- 3) Loss or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Public Authority or risk of contraband or illegal transportation or trade.
- 4) Loss or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party.
- 5) Loss or damage to Insured Person's baggage sent in advanced, mailed or shipped separately.
- 6) Loss or damage to Insured Person's baggage left unattended in any Public Place
- 7) As a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- 8) Loss or damage of business goods or samples or equipment of any kind.
- 9) Loss or damage of data recorded on tapes, cards, discs or otherwise.
- 10) Loss or damage of cash and bank notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of Credit Cards, Identity Cards (IC) and driving licenses, travel documents except as provided for in Section 19.
- 11) Unexplained disappearance.
- 12) Loss or damage or derangement or breakage of fragile or brittle articles.
- 13) Lap-top Computer, used cell phone as checked baggage.

N.B. The Policy will only pay for any claim under any one of the Sections 17, 18 or 26 for the same event.



## **SECTION 18 - BAGGAGE DELAY**

The Company will pay [VND4,200,000] if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the carrier for every full eight (8) consecutive hours of delay after the Insured Person's arrival at the baggage pick-up point of the scheduled destination Overseas up to a maximum of [VND10,500,000] during the covered trip.

The reimbursement for baggage delay without the proof of how long the baggage is delayed will be assessed and determined by AIG Vietnam, subject to a maximum amount payable of [VND2,100,000].

N.B. The Policy will only pay for any claim under any one of the Sections 17, 18 or 26 for the same event.

## **SECTION 19 - TRAVEL DOCUMENTS**

The Company will pay the Insured Person up to the limit applicable to the Selected Plan for the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses and hotel accommodation incurred to replace lost travel documents such loss arising out of robbery, burglary, theft or natural disasters (typhoon, earthquake etc) whilst Overseas.

Should the Insured Person whilst Overseas experience a loss of cash, travelers cheques or banknotes belonging to him out of robbery, burglary, theft, or natural disasters (typhoon, earthquake etc) and which were in his/her care, custody or control, the Company will pay for actual loss up to [VND6,300,000] provided such loss is reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours after the incident. Any claim must be accompanied by official documentation from the police.

No benefits will be payable in the following circumstances:-

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

## **SECTION 20 - TRAVEL DELAY**

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

No benefits will be provided for any delay:

- 1) Arising from failure of the Insured Person to check in according to the itinerary supplied to him/her, or if the Insured Person fails to obtain written confirmation from the carriers or their handling agents of the number of hours delayed for such delay.
- 2) Arising from strike or industrial action existing on the date the Trip is arranged or the Policy was purchased (which ever is earlier).

## **SECTION 21 - TRAVEL MISCONNECTION**

In the event that the Insured Person's confirmed onward travel connection is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting scheduled conveyance and no onward transportation is available to the Insured Person within six (6) consecutive hours on his/her arrival, the Company will pay [VND2,100,000] for every such six (6) consecutive hours up to the limit applicable to the Selected Plan. This benefit is payable only once for each trip out of Vietnam.

## **SECTION 22 – TRAVEL INTERRUPTION**

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

N.B. The Policy will only pay for any claim either under Section 15 or Section 22, but not both.

## **SECTION 23 - PERSONAL LIABILITY ABROAD**

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



- a) Death or Injury to any third party.
- b) Accidental loss of or damage to property of any third party.

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

- 1) Employer's liability, contractual liability or liability to a member of an Insured Person's family.
- 2) Acts of animals or property belonging to, or in the care, custody or control of an Insured Person.
- 3) Any willful, malicious or unlawful act.
- 4) Pursuit of trade, business or profession.
- 5) Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- 6) Ownership possession or use of vehicles, aircraft or water craft.
- 7) Legal costs resulting from any criminal proceedings.
- 8) The Insured Person's participation in any motor rallies.
- 9) Judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the country in which the event occurred giving rise to the Insured Persons legal liability.
- 10) Punitive, aggravated or exemplary damages.

#### **SECTION 24 - KIDNAP AND HOSTAGE**

The Company will pay a benefit of [VND3,150,000] per day for every 24-hours period that the Insured Person is held Hostage following a Kidnap, which occurs during a Trip Overseas. The maximum benefit payable will be up to the limit applicable to the Selected Plan.

##### **Exclusions:**

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

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

##### **Conditions:**

As a condition precedent to liability, the Company must:

- a) Have sufficient proof that the event has actually occurred;
- b) Be given immediate oral and written notice of the event and periodic updates of any activity occurring during the incident; and
- c) If it is in the Insured Person's best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

#### **D. LIFESTYLE ASSIST**

##### **SECTION 25 - RENTAL VEHICLE EXCESS (APPLICABLE TO SUPERIOR PLAN ONLY)**

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

##### **Conditions:**

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



The Company will not pay for any loss:-

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

## **SECTION 26 – GOLF ADVANTAGE**

### **a) Damage/Loss of Golfing Equipment**

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

If as a result of any damage, the Golfing Equipment is proven to be beyond economical repair, the Company will treat a claim under this Policy as if the article had been lost.

The Company will not be liable for more than the limit applicable for the Selected Plan, in respect of any one article or pair or set of articles.

The Company may make payment or at its option reinstate or repair the Golfing Equipment, subject to due allowance for wear and tear and depreciation.

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

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

### **b) Hole-in-One**

If the Insured Person completes a hole-in-one in an organised event at any 18-hole golf course, the Company will pay up to [VND4,200,000] to cover the cost of one round of celebratory drinks.

The Insured Person must provide the Company with written confirmation from the Golf Club Professional that the hole-in-one was achieved and the receipts for the cost of celebratory drinks on the date of accomplishment at the golf club.

### **c) Green Fees**

The Company will pay up to amounts shown in the table of benefits for a percentage of the cost of green fees, hiring golf equipment or tuition fees for the own use of the Insured persons (if the Insured Person had already paid and cannot get money back) if the Insured Person is ill or injured and is not well enough to use them. The Insured Person must get a medical certificate to prove he/she is not well enough. The Insured Person is also covered if his/her documents are lost or stolen and this prevent the Insured Person from taking part in pre-paid golfing activity.

## **Exclusions:**

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

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

N.B. This Policy will only pay for any claim under any one of the Sections 17, 18 or 26 for the same event but not for more than one Section.



## **SECTION 27 – HOME GUARD**

The Company will either indemnify the Insured Person or choose to reinstate or repair, up to [VND105,000,000] against physical loss or damage to the Household Contents, valuables and/or stamp, coin, medal collections, works of art stored within the Insured Person's principal residence in Vietnam that was left vacant for the full duration of the Trip, caused by fire during the period of insurance, but only after the Insured Person has actually departed from Vietnam. Official report from the Fire brigade center is required.

### **Exclusions:**

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

## **SECTION 28 – AUTOMATIC EXTENSION OF POLICY PERIOD**

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

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

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

## **SECTION 29 – COVER IN THE EVENT OF TERRORISM**

The company will pay the Insured Person the benefits under all sections for losses arising directly or indirectly from an Act of Terrorism whilst the Insured Person is Overseas subject to the respective limits of the applicable Selected Plan and the terms and exclusions thereof.

### **Exclusions:**

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

## **PART III – GENERAL EXCLUSIONS**

IN ADDITION TO THE SPECIFIC EXCLUSIONS STIPUATED IN SECTION II OF THIS DOCUMENT, THE COMPANY WILL NOT PAY UNDER ANY SECTION OF THE POLICY FOR LOSS OR LIABILITY DIRECTLY OR INDIRECTLY ARISING AS A RESULT OF:

- 1) Any act of war, act of a foreign enemy, civil war, invasion, revolution, insurrection, use of military power or usurpation of government or military power. War shall mean war, whether declared or not, any warlike activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;
- 2) Any Injury, Sickness or Disease 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;





- 3) Any illegal or unlawful intentional act by the Insured Person or confiscation, detention, destruction by customs or other authorities. Any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- 4) Any prohibition or regulations by any government;
- 5) The Insured Person not taking all reasonable efforts to safeguard his/her property or to avoid Injury or minimize any claim under the Policy;
- 6) Hazardous Activities, riding or driving in any kind of race, participating in any professional sports or in any sport whereby the Insured Person(s) would or could earn or receive remuneration, donation, sponsorship, award or certificate of any kind, participating in traveling other than as a fare-paying passenger in any properly licensed commercial aircraft or other mode of conveyance or transportation;
- 7) Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
- 8) Suicide or attempted suicide or intentional self-inflicted injury, while sane or insane, intoxication, or use of non-prescription drugs or medications;
- 9) Any Pre-existing Medical Conditions;
- 10) Sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- 11) Mental and nervous or sleep disorders, including but not limited to insanity.
- 12) The Insured Person engaging in naval, military, air force service or operations, or testing of any kind of conveyance, being employed/deployed as a manual worker, whilst engaged in offshore or in mining, aerial photography or handling of explosives or ammunition, firearms;
- 13) Mysterious disappearance;
- 14) When the Insured Person(s) is/are not fit to travel or is/are travelling against the medical advice of a Qualified Medical Practitioner;
- 15) When the purpose of the Trip is to obtain medical care or treatment of any kind.
- 16) Any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:
  - (i) a terrorist;
  - (ii) a member of a terrorist organization;
  - (iii) a narcotics trafficker; or
  - (iv) a purveyor of nuclear, chemical or biological weapons

#### **PART IV – PREMIUM SCHEDULE AND PAYMENT METHOD**

Premium schedule and payment method are provided in an appendix to this document.

#### **PART V – INSURANCE PERIOD AND PAYMENT**

- 1) **INSURANCE PERIOD:** The insurance period will start when the Trip commences as specified in the Policy Schedule and will be in force until the Policy is terminated when the Trip ceases.
- 2) **TIME FOR NOTICE OF INSURED EVENT AND CLAIM:** As soon as practicable and in any case within thirty (30) days after the occurrence of any event which may give rise to a claim, the Policyholder shall be give a written notice to the Company about the insured event. Notice given by or on behalf of the Insured Person to the Company with information sufficient to identify the Insured Person shall be deemed to be notice to the Company. Time limit for filing a claim is one year from the occurrence of the insured event.
- 3) **FORMS FOR PROOF OF LOSS:** The Company, upon receipt of a notice of claim will furnish to the Insured Person such claim forms which are usually furnished by the Company for filing proofs of loss. Such claim forms must be returned by the Insured Person with full particulars within 15 days after the receipt of such claim forms from the Company. The Insured Person shall also at the same time when returning the completed claim form within the said 15 days submit to the Company written proofs covering the occurrence, the circumstances and the extent of the loss for which the claim is made. The Insured Person shall also at any time at the request of the Company submit whatever documents required by the Company in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such requirement.
- 4) **MEDICAL EXAMINATION AND TREATMENT:** The Insured Person shall at his/her expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so, arrange to submit to medical examination by Qualified Medical Practitioners appointed by the Company. In the event of death of the Insured Person, where it is not



forbidden by law, the Company shall be entitled to have a post-mortem examination at its own expense, and notice shall, where practicable, be given to the Company before internment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between the Company's doctors and the Insured Person's Qualified Medical Practitioner, the opinion of the Company's doctors shall prevail and be binding on the Insured Person or his/her estate as the case may be.

- 5) **TIME LIMIT FOR INSURANCE PAYMENT:** If the Company accepts to pay the insured sum, it shall make the payment to the Insured Person within thirty (30) days after the acceptance is delivered by the Company to the Insured Person.

## **PART VI – GENERAL CONDITIONS**

- 1) **FITNESS FOR TRAVEL:** At the time of effecting this insurance the Insured Person must be medically fit to travel and not be aware of any circumstances which could lead to cancellation or disruption of the Trip, otherwise any claim is not payable.

### **2. INSURANCE CONDITION**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America;

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, North Korea, Syria, Sudan, or the Crimea region;

This policy will not cover any claim, loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, North Korea, Syria, Sudan, North Korea, or the Crimea region.

- 3) **PURCHASE OF TRAVEL INSURANCE:** The Insured Person must purchase the insurance before departing from Vietnam.
- 4) **DUPLICATION OF COVER:** In the event that an Insured Person is covered under more than one travel insurance policy with the exception of corporate travel insurance, underwritten by the Company for the same Trip, the Company will consider the person to be insured only under the policy which provides the highest benefit level.
- 5) **EXTENSION OF POLICY:** A Per Trip Policy may be extended before the expiry of the Policy. However, if through circumstances outside the Insured Person's control the Trip is extended beyond the period stated in the Policy the Company will extend the period of insurance without charge for seventy-two (72) hours.

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

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

- 6) **CURRENCY:**

All settlement for payable premium and claim will be done in VND and with the exchange rate at the time of the transaction. The Exchange rate will be monthly exchange rate fixed by AIG Vietnam

- 7) **AGE LIMITATION:** Cover under the insurance is only available to Insured Persons up to less than seventy-six (76) years of age.

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

- 8) **COVERAGE FOR CHILD:**

A child can only apply for an individual Classic Plan or Basic Plan when travelling alone. This will only apply if the child is less than eighteen (18) years of age or less than twenty-three (23) years if still studying full-time in a recognised institution of higher learning.

- 9) **EXPOSURE AND DISAPPEARANCE**

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

If the body of the Insured Person has not been found within 365 days after the date of disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will



be presumed that the Insured Person suffered loss of life resulting from bodily Injury caused by an Accident covered by the Policy at the time of such disappearance, sinking or wrecking.

- 10) Where a **FAMILY POLICY** is issued, each person is entitled to claim up to the maximum limit applicable to the Selected Plan for each Section of the Policy.
- 11) **NOTIFY AUTHORITIES:** If the property insured under Section 17, 19, 23 and 26 of this Policy shall be lost or damaged, the Insured Person shall take all reasonable measures to protect, save, and recover it, and shall also promptly notify police, hotel, transportation company or transportation terminal authorities.
- 12) **LENGTH OF TRIP:** In no event shall a Per Trip Policy exceed one hundred and eighty-two (182) consecutive days for any one covered Trip. Each Trip in an Annual Plan taken by the Insured Person may not exceed ninety (90) consecutive days from the departure date from and until the return to Vietnam.
- 13) **ARBITRATION:** Any dispute arising under or in connection with the Policy shall be resolved by the parties through amicable settlement. If both parties fail to resolve amicably within thirty (30) days from the date of notice on dispute, the dispute shall be referred to the Vietnam International Arbitration Center in accordance with its rules, or another arbitration body and rules at the option of the Company, for final settlement. The dispute shall be referred to the competent court for settlement if the choice of arbitration shall not be available between the parties under the applicable law.
- 14) **TO WHOM INDEMNITIES PAYABLE:** Indemnity for loss of life of the Insured Person is payable to the estate of the Insured Person. All other indemnities of this Policy are payable to the Insured Person, except under Section 1, Section 3, Section 4 and Section 5. Under Section 1, in the event funds for emergency medical treatment are guaranteed to the provider of healthcare by ATAP or their authorized representatives, indemnities shall be payable directly to the provider of healthcare. Indemnity for expenses under Section 1 incurred directly by the Insured Person shall be payable to the Insured Person. Under Section 3, Section 4 and Section 5 the benefits will be paid directly to the provider of service as indicated in each section.
- 15) **TERMINATION:** The Company may terminate the Policy (in accordance with the Civil Code and the Law on Insurance Business) at any time by written notice delivered to the Insured Person or mailed to his last address shown by the records of the Company stating when thereafter such termination shall be effective. In the event of such termination, the Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such termination shall be without prejudice to any claim originating prior thereto.
- 16) **REFUND:**

Per Trip: The Company will not allow any refund of premium once the Policy is issued.

Annual: If the policy is cancelled less than 6 months from the policy effective date, a short rate of **50%** will apply. There will be no refund if the policy is in force for 6 months or more. If a claim has incurred, the policy will be non-refundable.
- 17) **ONE-WAY TRIP:** This Policy also covers one-way trips provided the Insured Person has purchased the Policy in Vietnam, and the original point of departure is Vietnam. Transits at other countries are allowed provided the Insured Person is confined to the transit area of the airports in these countries. Cover commences three (3) hours (under Section 10) before the Insured Person leaves Vietnam and ceases on whichever of the following occurs first:
  - a) The expiry of the period specified in the insurance.
  - b) Upon arrival to his/her Overseas permanent residence or hotel.

***This rule is applied to all policies unless specifically stated otherwise in the certificate of insurance.***

- 18) **RIGHT OF RECOVERY:** In the event authorization of payment and/or payment is made by the Company or ATAP or authorized representative of ATAP for a medical claim whereby Policy liability is not engaged, the Company or ATAP or an authorized representative of ATAP reserves the right to recover against the Insured Person for the full sum which the Company or ATAP or an authorized representative of ATAP is liable to the medical institution which the Insured Person was admitted to.

- 19) **GOVERNING LAW:** The Policy issued shall be interpreted and governed in accordance with Vietnamese law.

## **20) PAYMENT BEFORE COVER WARRANTY**

Notwithstanding anything contained in this Policy but subject to the sub-clause below:

- a) It is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom the Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
- b) In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom the Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.



## 21) RIGHTS AND OBLIGATIONS

### A. Rights and obligation of insurance enterprises

#### 1. An insurance enterprise shall have the following rights:

- a) To collect premiums as agreed upon in the insurance contract;
- b) To request the insurance buyer to fully and honestly supply information relating to the conclusion and performance of the insurance contract;
- c) To unilaterally suspend the performance of the insurance contract according to the provisions in Clause 2 of Article 19, Clause 2 of Article 20, Clause 2 of Article 35 and Clause 3 of Article 50, of Vietnam Insurance Law;
- d) To decline to pay the insurance money to the beneficiary or to pay indemnity to the insured for cases outside the scope of insurance liability or cases of exclusion of insurance liability as agreed upon in the insurance contract;
- e) To request the insurance buyer to take measures to prevent or limit losses according to the provisions of Vietnam Insurance Law and other relevant law provisions;
- f) To request the third party to refund the insurance money which the insurance enterprise has indemnified the insured for the losses caused by the third party to the property and civil liability;
- g) Other rights prescribed by law.

#### 2. An insurance enterprise shall have the following obligations:

- a) To explain to the insurance buyer the insurance conditions and provisions; the rights and obligations of the insurance buyers;
- b) To issue to the insurance buyer the insurance certificate, the insurance policy immediately after the conclusion of the insurance contract;
- c) To pay insurance money to the beneficiary in time or the indemnity to the insured when the insured event occurs;
- d) To explain in writing the reasons for declining to pay the insurance money or the indemnity;
- e) To coordinate with the insurance buyer in settling the third party's claim for compensation for the losses which fall under the insured liability when the insured event occurs;
- f) Other obligations prescribed by law.

### B. Rights and obligations of the insurance buyers

#### 1. An insurance buyer shall have the following rights:

- a) To choose one from among the insurance enterprises operating in Vietnam for the purchase of insurance;
- b) To request the insurance enterprise to explain the insurance conditions and terms and issue the insurance certificate or insurance policy;
- c) To unilaterally suspend the performance of the insurance contract under the provisions in Clause 3 of Article 19 and Clause 1 of Article 20 of Vietnam Insurance Law;
- d) To request the insurance enterprise to pay the insurance money to the beneficiary or the indemnity to the insured as agreed upon in the insurance contract when the insured event occurs;
- e) To transfer the insurance contract as agreed upon in the insurance contract or under the provisions of law;
- f) Other rights prescribed by law.

#### 2. An insurance buyer shall have the following obligations:

- a) To pay premiums fully, according to time limits and mode agreed upon in the insurance contract;
- b) To declare fully and honestly all details relating to the insurance contract at the request of the insurance enterprise;
- c) To notify cases where risks may increase or the insurance enterprise's additional liability may arise in the course of performing the insurance contract to the insurance enterprise at the latter's request;
- d) To notify the insurance enterprise of the occurrence of the insured event as agreed upon in the insurance contract;
- e) To apply measures to prevent or limit losses according to the provisions of this Law and other relevant law provisions;
- f) Other obligations prescribed by law.



## **PART VIII – CLAIMS AND ASSISTANCE PROCEDURES**

### **IF YOU ARE IN NEED OF EMERGENCY ASSISTANCE**

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

**+ 603-2772-5688 or + 8428-6299-2185**

on a collect-call basis (reverse charge) anytime from anywhere in the world for assistance. The insurance policy or certificate number should be made available for ATAP to facilitate coordination.

### **INSTRUCTION TO CLAIMANTS**

In the case of a claim, it is necessary to obtain a **claim form** from AIG Vietnam. This can be obtained by email, fax or in person (*see contact details below*).

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

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

#### **AIG Vietnam Insurance Company Limited - Customer Service Center**

CSG Hotline Number : **1800.6789**  
Email Address : [VNinfo@aig.com](mailto:VNinfo@aig.com)  
Website : [www.aig.com.vn](http://www.aig.com.vn)

## **DOCUMENTATION REQUIRED IN CASE OF A CLAIM**

### **Basic Claim Requirements**

1. Completed Travel Claim Form
2. Original Insurance Policy
3. Photocopy of Passport
4. Photocopy of Airline ticket/ Boarding Pass
5. Proof of duration of the trip if the travel policy is an annual policy
6. Documents from employer to certify nature of the trip if the travel policy is corporate travel policy
7. Supporting documentation on incident's circumstances and claimed amount.

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

#### Important notice:

*This English terms & conditions are for reference only. In case having the difference, Vietnamese Terms & Conditions would be the official one to follow.*