

# Luma ASEAN Pass - Travel Insurance Policy

(This wording applies to all Insurance Products/ Plans)

Whereas the Policyholder named in the Insurance Certificate thereof has proposed on his behalf and on behalf of all persons listed on the Insurance Certification for the insurance specified in this Policy and for benefits contingent thereon in the Insurance Certificate then the Company agrees to accept the Application therefore and accepts the risks of the insurance specified in this Policy.

## TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

1. The due observance and fulfillment of the terms, conditions, exclusions and endorsements of this Policy by the Insured Person and claimant insofar as they relate to anything to be done or complied with them, and the truth of the statements and details in every application form and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. In this Policy where the context admits, words importing the singular shall include the plural and vice versa and words importing the masculine or neuter gender shall each include the feminine, masculine and neuter genders.
3. This Policy shall be governed and construed in accordance with the laws of Vietnam and any dispute or difference that arises under this Policy shall be settled in accordance with the laws of Vietnam.
4. If the Company disclaims liability for any claim hereunder and such claim is not referred to dispute resolution within 6 calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
5. The Policy does not cover losses arising from:
  - 5.1. Pre-existing Illness or Injury, congenital conditions or birth defects.
  - 5.2. The following Disabilities whether occurring prior to or during the Period of Insurance: hemorrhoids, hernia, diseased tonsils requiring surgery, pathological abnormalities of nasal septum or turbinate, hyperthyroidism, cataracts, sinus conditions requiring surgery, endometriosis, tuberculosis, anal fistulae, cholecystitis, calculi of all kinds, urethra or bladder abnormalities or disease, gastric or duodenal ulcer, hallux valgus, all forms of tumors or cancer, malignancies, disorders of blood or bone marrow, diabetes mellitus and HIV (human immunodeficiency virus) and HIV related illness including AIDS (Acquired Immunity Deficiency Syndrome) and AIDS related conditions.

- 5.3. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising.
- 5.4. Acts of terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence of the loss. An act of terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organization(s) or government(s) - which appears to be intended to intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 5.5. Suicide, attempted suicide or intentional self-inflicted bodily injuries, psychiatric and mental disorders, insanity, abortion, miscarriage, child birth, venereal disease, the use of alcohol, drugs or solvents other than those prescribed by a qualified registered physician; dental treatment unless resulting from accidental bodily injury to sound and natural teeth.
- 5.6. Nuclear fission, nuclear fusion or radioactive contamination.
- 5.7. Accidents whilst engaging in (including any practice or conditioning program for) any sports or games in a professional capacity or organized contact sports, racing (other than on foot), motor rallies and competitions, rock or mountain climbing normally involving the use of ropes or other equipment, potholing, skydiving, hang gliding, parachuting, hunting on horseback, entering/ descending or flying in any aircraft other than a properly licensed aircraft operated by a recognized airline in which the Insured Person is traveling as a fare-paying passenger, engaging in any kind of manual labor work either in business or leisure, or engaging in hazardous works including but not limited to offshore activities, commercial diving, oil well drilling, mining, handling of explosive, construction site working, stunt works and aerial photography.
- 5.8. Trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a depth greater than 20 meters below sea level.
- 5.9. Losses which are indirect and consequential in nature.
6. This Policy is only valid for leisure travel or business travel (limited to administrative and non manual works only) and NOT cover for travel to any of the countries within the zone of coverage to seek for medical treatment.
7. This Policy is non-cancelable by the Company or by the Policyholder unless the cancellation request following a reasonable reason is made prior the start date of the policy and except in the circumstances of non receipt of premium by the Company and no refund of premium will be made once this Policy has been issued.

8. Extension of cover beyond the expiration date will be granted prior to the expiry of the policy provided the Insured Person is not actively being treated or under the supervision of a Physician or Surgeon at the time of asking for extension, and the total length of the trip does not exceed 180 days.
9. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured Person's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
10. There is no direct billing in respect of medical expenses provided under this Policy unless the expenses are expected to exceed VND 23,000,000 (USD 1,000) and that the arrangement is coordinated by the Company or its designated assistance company.
11. The Policyholder and the relevant Insured Person shall be jointly liable for the costs of any medical and emergency services utilized by the Insured Person that is not covered under this Policy, or exceeds the maximum coverage set out in the Insurance Certificate or Benefit Schedule where applicable.
12. The Company and its service provider(s) can not be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.
13. The coverage for all sections except "Cancellation Charges" shall commence at the arrival in eligible destination countries by the insured person and continue to either the departure from eligible departure countries by the insured person, or the end of the insuring period, whichever is earlier (unless otherwise stated in this Policy). As for coverage under the "Cancellation Charges" section, the insurance commences on the date of issue of this Policy and ceases on the departure date on the itinerary as stipulated before commencement of travel.  
  
In case the Insured's country of origin is one country within eligible zone of coverage, the Policy does NOT cover for any losses or expenses arising from the country of origin of the Insured.
14. The maximum Period of Insurance for this Policy shall be 180 consecutive calendar days within the eligible zone of coverage.
15. The age limit for person(s) insured under this Policy is from a minimum of 4 weeks up to a maximum age of 75 years. All children under the age of 7 years must be accompanied by an adult who is also insured under the same Policy. No benefit will be provided once the Insured Person reaches the age of 76 unless the policy started before the 76 years old anniversary of the insured. In this case, the company will cover the insured until the end of the policy period but will not allow the member to extend his coverage once policy expires.
16. Failure by the Insured Person to comply with the Claims Procedure or to assist in claim investigation may result in denial of the claim and if any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then the Policy shall be void and no claim shall be payable.
17. Any difference arising between any Insured Person and the Company shall be

referred to an arbitrator to be appointed by the parties to the dispute. If the parties are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, an umpire shall be selected by the arbitrators. If the differences between the parties require medical knowledge (including any questions regarding the appropriate maximum indemnity for any medical service) the arbitrators at the discretion of the Company may be a Surgeon or Physician and the umpire in such an instance, shall be a Consultant Specialist, Surgeon or Physician. Determination of an award shall be a condition precedent to any liability or right of action against the Company.

## INSURING SECTIONS:

### SECTION 1: TERMS AND CONDITIONS APPLYING TO "PERSONAL ACCIDENT" BENEFIT (if applicable as per Schedule of Benefit)

1. The benefits described herein shall be payable for accidental death or disablement occurring within 12 calendar months of the Accident provided that the cause of such accidental death or disablement arises within the Period of Insurance.
2. The maximum limit for each Insured Person is payable as set out in the Insurance Certificate provided that upon any benefit under the "Personal Accident" section of this Policy becoming payable no further liability shall be attached to the Company.
3. Benefits are expressed as a percentage of the sum insured set out in the Insurance Certificate in respect of the relevant Insured Person.

Accidental Death	100%
Total and irrecoverable loss of sight in one or both eyes	100%
Total loss of one or more limbs	100%
Total and irremediable loss of use of two or more limbs	100%
Permanent Total Disablement	100%
Total and irremediable loss of use of one limb	50%

4. The sum insured in respect of children under 18 years of age shall not exceed VND 400,000,000 (17,400 USD).
5. The maximum amount payable for any and all events arising under this section shall not exceed 100% of the sum insured set out in the Insurance Certificate for each Insured Person.
6. In the event of the death of an Insured Person giving rise to a claim under this section, the beneficiary shall be that Insured Person's next of kin or estate according to the laws of Vietnam or unless a selected beneficiary has been advised to the Company in writing.

## **SECTION 2A: TERMS AND CONDITIONS APPLYING TO "MEDICAL EXPENSES" BENEFIT (if applicable as per Schedule of Benefit)**

1. The Company agrees to provide reimbursement of eligible inpatient & outpatient expenditure for medical treatment arising from a covered Disability contracted or sustained in the eligible countries within the area of coverage during the Period of Insurance and shall include only the following expenses:
  - a. Hospitalization, surgery, ambulance and paramedic services, diagnostic tests, consultation by registered doctors and medicines prescribed; hospital room and board which is limited to VND 6,000,000 (261 USD) per day.
  - b. Not more than VND 130,000,000 (5,650 USD) for eligible medical expenses defined in paragraph (1a) above arising immediately following discharge from hospital within 90 days of return to the Country of Origin/Country of Residence.

**Provided that** all such expenditures shall be normal, customary and reasonably in nature; be supported by a detailed breakdown of charges, original receipts (for claims higher than 200 USD) and medical reports with full diagnosis provided by a Physician; and with the exception of paragraph (1b) above be incurred outside the Country of Origin or Country of Residence.

2. This "Medical Expenses" benefit does not cover:
  - a. Charges in respect of special or private nursing;
  - b. Physiotherapy, chiropractic and acupuncture;
  - c. Cosmetic surgery, eyeglasses or hearing aids, and prescriptions therefore except as necessitated to correct a condition resulting solely from an external accidental Injury occurring during the Period of Insurance;
  - d. Medical expenses, which are payable by any other insurance or for which a third party may be liable, and to the extent that the Company may pay such expenses the Insured Person agrees to assist the Company in the recovery of such expenses;
  - e. Psychiatric, psychological, mental or nervous disorders and insanity;
  - f. Any expenses arising from surgical, mechanical or chemical methods of birth control or treatments pertaining to infertility;
  - g. Any expenses arising from Illness or Injury related to pregnancy;
  - h. 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 Disability;
  - i. Any medical expenses arising 30 days after the termination of this Policy in the event the Insured Person is unable to return to the Country of Origin/Country of Residence, or final destination if different from the point of origin.

## **SECTION 2B: TERMS AND CONDITIONS APPLYING TO "EMERGENCY ASSISTANCE" BENEFIT (if applicable as per Schedule of Benefit)**

### Emergency Medical Assistance

Arrangements have been made with various designated assistance companies to provide Emergency Medical Assistance. In the event of the below described coverage is applicable, the Insured Person or his representative may call the assistance company for assistance. Details of such arrangement shall be set out in the Insurance Certificate issued to the Policyholder.

The party making such contact will be required to identify the \_\_\_\_\_ Insured Person's name, Insurance Certificate Number or Policy

Number (if applicable), and Member Number as well as the nature of the problem, location and contact person and information. After validation, the Company or its assistance company will provide services and settle bills as required by the terms and conditions of this Policy.

1. **Emergency Evacuation (Unlimited):** When the Insured Person suffers a Serious Injury or Illness requiring immediate treatment and if adequate medical facilities are not available in the immediate vicinity, the Company will organize through its designated assistance company emergency evacuation by whatever medically necessary means to the nearest facility via the most economical form of conveyance, which is capable of providing adequate medical care.
2. **Repatriation (Unlimited):** Following the Emergency Evacuation in paragraph (1) above and if medically necessary, the Company will arrange and pay for the repatriation of the Insured Person to the medical facility in his Country of Origin by scheduled airline flight or any other appropriate means of transportation if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to the Company. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending physician and the Company.
3. **Additional Costs of Travel and Accommodation:** The Company will cover the additional costs of economy class travel to return to the Country of Origin for the Insured Person and reasonable additional costs of accommodation incurred by the Insured Person or an immediate family member or traveling companion who is also included in this Policy, when such costs arise from hospitalization due to a covered Disability necessitating medical treatment of an Insured Person, up to a maximum benefit as mentioned in policy schedule, when required.
4. **Family Member Visit:** The Company will reimburse the costs of economy class travel and reasonable accommodation as mentioned in policy schedule for one immediate family member to join the Insured Person if he is confined in a hospital for more than 5 days or is dead in the eligible countries within the area of coverage.

5. **Return of Children:** If the Insured Person's insured dependent children (age below 16 and in the same policy with the Insured) are left unattended in the eligible countries within the area of coverage as a result of Serious Injury, Illness, or hospitalization, or death of the Insured Person, the Company will pay reasonable additional accommodation and economical class of traveling expenses for them to return to the Country of Origin as mentioned in policy schedule.
6. **Repatriation of Mortal Remains:** In the event of the death of the Insured Person, with the Company's prior approval, its designated assistance company will assist with the necessary formalities and will be responsible for the transportation charges exclusively for repatriation of the mortal remains to the Country of Origin as mentioned in policy schedule.

### **SECTION 3: TERMS AND CONDITIONS APPLYING TO "HOSPITAL CASH ALLOWANCE BENEFIT" (if applicable as per Schedule of Benefit)**

The Company will pay as mentioned in policy schedule for each complete day as an additional payment to any reimbursement for hospitalization of an Insured Person, subject to the maximum benefit limit set out in the Insurance Certificate.

Provided that:

1. Such hospitalization shall be in excess of 24 hours in duration and that the medical or surgical condition requiring treatment as inpatient is covered by this Policy;
2. Documentation satisfactory to the Company is produced in support of any claim under this section of the Policy, which indicates the date, time duration and place of such hospitalization. A copy of the medical report which states the nature of the sickness or disability is also required;
3. The cause of such hospitalization is an acute one and does not arise from any Pre-Existing Conditions or Excluded Conditions.

### **SECTION 4: TERMS AND CONDITIONS APPLYING TO "BAGGAGE AND PERSONAL EFFECTS" BENEFIT (if applicable as per Schedule of Benefit)**

This section of the Policy provides indemnity for loss, physical breakage or damage directly resulting from theft, robbery, burglary, Accident or mishandling by carriers occurring during the Period of Insurance to an Insured Person's baggage or personal property carried on the journey.

Provided that:

1. The loss must be reported to the local police where the loss occurs, the carriers or



- any third parties liable within 24 hours of the occurrence;
2. The Insured Person shall observe ordinary and proper care for the safety of the property insured, including safeguard his accompanied baggage or personal property and not leave them unattended in a public place. All baggage are to be examined when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person shall give IMMEDIATE notice to:
    - a. the police in case of theft, loss or willful damage by a third party, and obtain written documentation from local police where the loss occurs;
    - b. the carriers when loss or damage has occurred in transit, and obtain a copy of the official "Baggage Irregularity Report";
  3. The limit of the Company's liability is as mentioned in policy schedule. Camera body, lenses and accessories will be treated as a set;
  4. Subject to paragraph (6) of this section, the Company will by payment or at its option by replacement or repair indemnify the Insured Person against each such loss or damage provided that the maximum liability of the Company shall not exceed the limit set out in the Insurance Certificate;
  5. For claims relating to breakage or damage, the claimant shall produce the damaged property as physical evidence for the Company's inspection at the claimant's cost;
  6. This "Baggage and Personal Effects" benefit does not cover:
    - a. Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
    - b. Loss of or damage to cash, bank notes, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets and transportation, accommodation or any other travel vouchers or coupons;
    - c. Loss of or damage to any pager, mobile phone (including accessories), portable electronic devices (including but not limited to portable telecommunication device, portable media player, tablet, and portable gaming device), computer equipment, software and related accessories;
    - d. Loss of or damage to fragile or brittle articles of every description, china, glassware, porcelains, objects d'art, set and unset precious or semiprecious gemstones, eyeglasses, contact lenses or foodstuff;
    - e. Wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
    - f. Business merchandise or samples, including the cost of reproducing data whether recorded on tapes, cards, discs or otherwise;
    - g. Loss of or damage to any baggage or personal property that is left behind or unattended in a Public Conveyance or a Public Place;
    - h. Loss of or damage to baggage mailed or shipped separately;
    - i. Any property or personal belongings specifically insured elsewhere or recovered/repared by a third party;
    - j. Loss of jewelry except by armed robbery or burglary from a hotel safety

- deposit box;
- k. Damage to luggage.

## **SECTION 5: TERMS AND CONDITIONS APPLYING TO “BAGGAGE DELAY” BENEFIT (if applicable as per Schedule of Benefit)**

The Company will pay up to the limit set out in the Insurance Certificate for each Insured Person for emergency purchases of essential items of toiletries and clothing consequent upon temporary deprivation of baggage for at least 6 hours from the time of arrival in the eligible countries within the area of coverage due to delay, misdirection, or non-delivery.

### **Provided that:**

1. The maximum amount recoverable for any one article shall be as mentioned in Policy Schedule;
2. The delay is certified by an official “Baggage Irregularity Report” from the airline or in writing by a letter from the tour operator;
3. The delay is not as a result of detention or confiscation by customs or other government officials;
4. Documentation (including original purchase bills) is produced by the Insured Person showing details of the expenditure;
5. A claim cannot be made under this section if the same loss is claimed for under section (4) of “Baggage and Personal Effects” benefit of this Policy;
6. No cover is provided after the Insured Person returns to the Country of Origin or reaches the final destination.

## **SECTION 6: TERMS AND CONDITIONS APPLYING TO “LOSS OF TRAVEL DOCUMENT” BENEFIT (if applicable as per Schedule of Benefit)**

If an Insured Person loses his passport, air tickets and travel documents arising from theft, robbery, burglary and accidental loss during a trip covered by this Policy, the Company will reimburse the Insured Person for the cost of obtaining replacement of passports, air tickets and travel documents, as well as additional hotel accommodation and travel expenses reasonably incurred in effecting such replacements and for returning to the Country of Origin due to the invalidity of the original return ticket

attributable to such loss, up to the limit set out in the Insurance Certificate.

Provided that:

1. The Company will not be liable under this section if within 24 hours or as soon as practicable after the Insured Person is aware of the loss as described above the Insured Person fails to report such loss to the police and to obtain a copy of the related police report;
2. The Company will not be liable under this section if the Insured Person contributed to his own loss by leaving passports, tickets or travel documents unattended in a public place;
3. The maximum limit per day for reimbursement on travel expenses and accommodations is as mentioned in Policy Schedule;
4. The reimbursement cost for air tickets should be limited to economy class only.

## **SECTION 7: TERMS AND CONDITIONS APPLYING TO "PERSONAL MONEY" BENEFIT (if applicable as per Schedule of Benefit)**

The Company will indemnify the Insured Person against loss of personal money in the form of bank notes, cash or travelers checks directly arising only from theft, robbery or burglary up to the limit set out in the Insurance Certificate.

Provided that:

1. If the Insured Person experiences any loss of cash, bank notes or travelers checks, report should be made to the local police where the loss occurs and relevant branch of the travelers checks issuing authority within 24 hours of the loss;
2. The Company shall not be liable for loss or shortage due to error, omission, fluctuation of the rate of currency exchange, confiscation or devaluation;
3. Personal money is carried on one's person and is not placed in luggage, suitcase, trunk and the like or otherwise left without personal immediate attendance thereon;
4. The benefit is not applied to children below 18 years of age.

## **SECTION 8: TERMS & CONDITIONS APPLYING TO "TRAVEL DELAY" BENEFIT (if applicable as per Schedule of Benefit)**

In the event the Insured Person's flight or other scheduled mode of transportation is delayed outside the Insured's Country of Origin during the Period of Insurance due to

serious weather conditions, industrial action, hijack, technical or other mechanical failure of aircraft or conveyances and the cancellation or postponement thereof due to such fault is entirely beyond the control of the Insured Person:

- a. Insured Person may claim up to VND 500,000 for each full 6 hours delay as mentioned in policy schedule

**Provided that:**

1. The period of delay is in excess of 6 hours in duration, from the scheduled commencement of a trip until the trip recommences, or on the first available alternative transportation offered by the carrier;
2. The delay does not arise from the failure of the Insured Person to reconfirm the advanced booking or to check in at the scheduled time before departure;
3. Confirmed advanced booking is given prior to the commencement of an industrial action affecting the carrier;
4. Official documentation from the airline/carrier is submitted in support of any claim under this section of the Policy, which states the cause, date, time and duration of delay;
5. No cover is provided for a claim arising from a strike or industrial action existing at the effective date of this Policy, or for any confiscation, or detention of any kind by government authorities.

**SECTION 9: TERMS AND CONDITIONS APPLYING TO "CURTAILMENT OF TRIP" OR "CANCELLATION CHARGES" BENEFIT (if applicable as per schedule of Benefit)**

The Insured Person shall be indemnified against loss of all non-refundable prepaid travel arrangement deposits of every description, or any increased cost of travel in respect of the least expensive alternative mode of transport or reasonable accommodation as mentioned in Policy Schedule in respect of the following:

- a. Death, Serious Injury or Illness, befalling the Insured Person;
- b. Death, Serious Injury or Illness, afflicting an Insured Person's Immediate Family Members, Close Business Partner, or a travel companion who is also insured under the same policy of the Insured Person;
- c. Witness summons, jury service of the Insured Person;
- d. Natural disasters (earthquake, flood, hurricane, tornado, tsunami, etc.) at the planned destination;
- e. Complete destruction of an Insured Person's principal residence in the Country of Origin.

Provided that:

1. The Insured Person has to abandon the planned trip or short cut the trip by returning to the Country of Residence or Country of Origin;
2. The reimbursement shall be on a pro-rata basis for the unused portion of any pre-paid travel and accommodation charges involved in such curtailed trip;
3. No benefit shall be payable in respect of expenses arising directly or indirectly out of pregnancy, childbirth, or gynecological disease or their sequelae;
4. Any such cause does not arise from medical or physical conditions or other circumstances affecting the Insured Person, or Immediate Family Members or travel companion or Close Business Partner of the Insured Person known to exist on the date of issue of this Policy;
5. Sudden occurrence of natural disasters at the planned destination after commencement of travel which prevents the Insured Person from continuing with his scheduled trip;
6. Complete destruction of the Insured Person's principal residence in the Country of Origin from fire, flood, earthquake or similar natural disaster occurs after commencement of travel which requires the Insured Person's presence on the premises during the Period of Insurance.

## **SECTION 10: TERMS AND CONDITIONS APPLYING TO "PERSONAL LIABILITY" BENEFIT (if applicable as per Schedule of Benefit)**

The Company will indemnify the Insured Person up to a maximum limit as mentioned in Policy Schedule inclusive of legal costs and expenses against legal liability to a third party (including such party's reasonable costs and expenses) arising from an event occurring during the Period of Insurance.

Provided that it is a result of:

1. Accidental bodily injury to third party;
2. Accidental loss or damage to third party's property.

This "Personal Liability" benefit does not cover any liability, loss or claim:

- i. payable by any other insurance company or third party; or
- ii. arising directly or indirectly from:
  - a. employers liability, contractual liability or liability to the Immediate Family Members of an Insured Person;
  - b. properties or animals belonging to or held in trust, in the care, custody or control of an Insured Person;
  - c. any willful, malicious, unlawful or deliberate act;

- d. pursuit of a trade business or profession;
- e. ownership or occupation of lands or buildings (other than occupation only of any temporary residence);
- f. ownership, possession, hire, use or operation of motorized vehicles or aircraft or watercraft of all description;
- g. legal costs resulting from any criminal proceedings;
- h. insanity, the use of any drug (except as medically prescribed but excluding drug addiction), or intoxicating liquor, or the use of firearms; and
- i. bailments, contractual licenses or conveyances or real estate or personal property.

THIS INDEMNITY SHALL NOT APPLY IN RESPECT OF JUDGEMENTS WHICH ARE NOT IN THE FIRST INSTANCE DELIVERED BY OR OBTAINED FROM A COURT OF COMPETENT JURISDICTION WITHIN THE COUNTRY OF ORIGIN.

## **SECTION 11: TERMS AND CONDITIONS APPLYING TO "RENTAL CAR EXCESS COVER" BENEFIT (if applicable as per Insurance Certificate)**

The Company will reimburse for excess on a valid Car Insurance Policy which the Insured Person is liable to pay for accidental loss or damage to a car rented by the Insured Person, as mentioned in Policy Schedule. The Insured Person must be the driver and be specified in the car rental contract.

### **Provided that:**

1. The car is rented from a recognized licensed car rental company;
2. As a part of Car rental contract, the Insured Person must buy comprehensive car insurance to cover loss or damage to the rental car during the rental period;
3. The Insured Person must comply with all terms and conditions of the car rental contract and the car insurance policy as well as the laws and regulations of Vietnam;
4. This "Rental Car Excess Cover" benefit does not cover:
  - a. Loss or damage due to breach of condition of the car rental contract or the car insurance policy, or violation of laws and regulations of Vietnam;
  - b. Loss or damage occurs outside public road;
  - c. Loss or damage due to wear and tear, insect or rodent, depreciation in value, inherent vice, or implicit damage.

## COMPANY' S MAXIMUM LIABILITY IN RESPECT OF OTHER INSURANCE

The maximum liability of the Company in respect of all claims shall not exceed its rateable proportion of such claims which but for the existence of this Policy would be covered under any other insurance policies or cover notes. (This does not apply to the "Personal Accident" section of this Policy.)

### Definitions :

**"Accident"** means an event occurring entirely beyond the Insured Person's control and caused by violent, external and visible means.

**"Cash"** means cash, bank notes, coins and negotiable instruments.

**"Close Business Partner"** means a business associate that has a share in the Insured Person's business.

**"Company"** means Bao Long Insurance Corporation.

**"Country of Origin"** means the country from which the journey of the Insured Person commences or, if the journey is in several stages with any stage commencing in a different country, the country in which the first stage of the journey commences. Country of Residence will be considered to be the same country as Country of Origin set out in the Insurance Certificate unless another country is endorsed in the endorsement issued by the Company as the Country of Origin. Country of Origin and Country of Residence shall have the same meanings and may be used interchangeably.

**"Disability"** means an Illness or Injury, and any symptom, sequelae, or complications thereof and, in the case of Injury includes all Injuries arising from the same event or series of contiguous events.

**"Eligible Expenses"** in respect of medical expenses means the expenses incurred by the Insured Person are medically necessitated by a Disability covered by this Policy and incurred on the recommendation of a Surgeon or Physician but not to exceed normal and customary charges for the same in the country in which they are incurred.

**"Emergency"** means a bona fide situation when there is a sudden change in the Insured Person's health which requires urgent medical or surgical intervention to avoid danger to life or health.

**"Hospital"** means a place which is licensed, registered or authorized under the relevant laws and regulations of the country in which it is situated as a medical or surgical hospital and whose main functions are not those of a spa, a hydro clinic, a place for persons with mental or nervous disorders, a clinic or facility for nursing, rest or convalescence, a home for the aged or a place for alcoholics or drug addicts. It must be under the constant supervision of a resident Physician.

**"Illness"** means a sickness or disease marked by a pathological deviation from the

normal healthy state, which requires treatment by a Physician, Specialist or Surgeon.

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

**"Injury"** means a bodily Injury (which for the avoidance of doubt excludes psychiatric conditions) arising wholly and exclusively from an Accident which independently of all other causes (i) directly results in death within 12 calendar months of the date of the Accident, or (ii) necessitates medical and/or surgical treatment.

**"Insured Person"** means any one of the persons specifically listed and named in the Insurance Certificate as an Insured Person.

**"Loss of Limb"** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**"Loss of sight"** means the entire and irrecoverable loss of sight.

**"Medicines and Drugs"** means any medicines or drugs prescribed by a Physician which are specifically required for the treatment of a Disability.

**"Pair and Set"** means any article which is a part of a set, the measure of loss of or damage to such an article shall be a reasonable and fair proportion of the total value of the set and will not be construed to mean a total loss of the set.

**"Period of Insurance"** means the period of insurance specified in the Insurance Certificate as the Period of Insurance.

**"Permanent Total Disablement"** means disablement which entirely prevents an Insured Person from attending to his occupation or employment of any and every kind and which disablement lasts 52 consecutive weeks and at the expiry of that period is beyond hope of any improvement.

**"Personal Effects"** means articles of personal possession normally worn or carried belong to the Insured Person or the Insured Person's family members.

**"Physician"/"Surgeon"** means a person qualified by a degree and licensed or registered to practice medicine/surgery under the relevant laws and regulations of the country in which he practices.

**"Policy"** means this insurance policy and includes the Application, Insurance Certificate and any endorsements, amendments or riders thereto which have been approved by an executive officer of the Company.

**"Pre-Existing Condition"** means any illness, disease or physical condition which existed before the effective date of the Policy in respect of the Insured Person, which presents signs or symptoms of which the Insured Person was aware or should reasonably have been aware.

**"Public Conveyance"** means all public common carrier such as multi-engined aircrafts, buses, trains, ships, hovercrafts, ferries, and taxis that are licensed to carry fare-paying passengers and coach being arranged by travel agency and is not a contractor or private carrier.

**"Public Place"** means any publicly accessible location (such as car park, street, park, environment area, bus station, airport, sports stadium or shopping centre) including public transportation of any kind or any other similar place or location.



**"Serious Injury or Illness"** means when an Insured Person requires treatment by a Physician and which results in the Insured Person being certified by that Physician as being dangerous to life and unfit to travel or continue with his original journey. When "Serious Injury or Illness" is applied to the Insured Person's Immediate Family Member, it shall mean Injury or Illness certified as being dangerous to life by Physician and which results in the Insured Person's discontinuation or cancellation of his original journey.

**"Cancelation"** : means this Policy is non-cancelable by the Company or by the Policyholder unless the cancellation request following a reasonable reason is made prior the start date of the policy and except in the circumstances of non receipt of premium by the Company and no refund of premium will be made once this Policy has been issued.

**"Specialist"** means a Physician who specializes in one particular area of medicine.

**"Eligible zone of coverage/ Area of Coverage"** means

Zone 1: Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam

OR

Zone 2: Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam and Singapore

**"Eligible countries"** mean countries within the eligible zone of coverage/area of coverage

## **Claims Procedure :**

1. Notice of any claim must be given to the Company within 30 days of the expiry of this Policy, and in the instance of a claim under the "Personal Liability" section of this Policy such notice must be given in writing as soon as possible and in any event not later than 15 days after the incident which may give rise to such a claim. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request from the Company requesting such further information, and the claim is thereafter deemed to be abandoned. All claims shall be made together with proof satisfactory to the Company in the case of Death, Illness, Disability, Injury or loss for which a claim is made hereunder and shall be rendered on demand at the Insured Person's own expense.
2. All claims must be submitted with a completed Travel Insurance Claims Form along with comprehensive supporting information including:
  - a. In the case of Personal Accident: Hospital, physician's reports giving details on the nature of the Injury and the extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's report;
  - b. In the case of Medical Expenses, Emergency Assistance, Hospital Cash Allowance, Cancellation Charges and Curtailment of Trip: All bills, receipts,

- tickets, coupons, contracts, agreements or any other supporting documents relevant to the claim and if the claim is in respect of medical treatments, then a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced and a summary of the course of treatment including medicines prescribed and services rendered;
- c. In the case of loss, breakage or damage to Baggage and Personal Effects, Baggage Delay, Loss of Travel Documents, Personal Money: All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of the IMMEDIATE notification to airline/carrier and their official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of IMMEDIATE police reports when loss has occurred. Reports to the relevant authorities must be made within 24 hours of the occurrence. Additionally, loss of travelers checks must be reported to the issuing authority immediately and in no event later than 24 hours after the loss occurs;
  - d. In the case of Travel Delay: Official documentation from the airline/carrier giving the cause, date, time and the duration of the delay;
  - e. In the case of Personal Liability: Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court documents, solicitors' and other legal correspondence, etc. must be submitted to the Company at the earliest;
  - f. In the case of Rental Car Excess Cover: The car rental contract, the car insurance policy, the certified written copy of the police report where the event has occurred, the proof from the Car Insurance Company that they paid claim for accidental loss or damage to the car rented by the Insured already.