

This English version was translated from Vietnamese

TRAVELLING DOMESTIC INSURANCE WORDING

*(The Vietnamese Original version was issued in connection with the Decision
No.: 08QD/BH-PAC-11 dated 24/11/2011 of Phu Hung Assurance Corporation)*

I. GENERAL PRINCIPLES

ARTICLE 1: Definitions

The Assured	means the person whose name is included in the Application Form accepted by the Company through the issuance of an Insurance Certificate and who is entitled to insured benefits upon the occurrence of an insured accident.
The Company	is Phu Hung Assurance Corporation (Phu Hung).
Sum Insured	means the maximum amount specified in the Schedule the Company will pay the Insured upon an insured accident.
Accident	an insured accident shall mean any accident caused by a sudden force beyond the Insured's intention which impacts the Insured's body from outside and which is the immediate cause of the Insured's death or bodily injury.
Sudden illness	means sickness or illness or unexpected, not to predict, and outbreaks originated after the insurance policy takes effect. Also, due to sickness or disease, the insured or the representative of the insured must ask for medical treatment.
Medical institution	is a legally licensed medical facility in Vietnam, which: <ul style="list-style-type: none">- is capable of providing facilities for diagnosis, treatment and surgery.- is capable of inpatient treatment and keeping a daily medical monitoring record of its patients.- is not a resort, a nursing home, a home for the aged, an alcoholic or drug rehabilitation center, or a medical facility for mental illness and leprosy treatment.- is not either a ward - level, commune - level medical station or own medical station of an organization.
Temporary disablement	is disablement specified in "TEMPORARY DISABLEMENT" section of the Table of Payment issued by the Company
Permanent disablement	is disablement specified in "PERMANENT DISABLEMENT" section of the Table of Payment issued by the Company.
Luggage	means widgets owned by the insured that The Assured generally bring their own

ARTICLE 2: Eligibility

1. Phu Hung Assurance Corporation (**Phu Hung**) under the provisions of these terms and conditions, undertakes to provide insurance for sightseers, holiday makers on summer resort, sea-bathing, mountain-climbing... or taking rest in hotels, guest-houses within the territory of Vietnam (hereinafter referred to as the Assured).
2. In cases where the Assured takes part in research-exploration pursuits, hazardous performances, motor racing, horse racing, boat racing, professional sports like football, boxing. Mountain - climbing, surf-riding... insurance shall not be catered for unless an extra premium is paid to **Phu Hung** in accordance with the "Scale of premiums and sums insured".

ARTICLE 3: Other insurances

The Insured under this insurance can subscribe and is entitled to full benefits under other similar insurances provided such other insurances are separate from this insurance.

II. SCOPE OF COVER

ARTICLE 4: The scope of insurance shall cover for the following risks:

1. Death, Bodily injury in consequence of an accident.
2. Death in consequence of unexpected illness, disease during the period of insurance.
3. Death or bodily injury consequent upon the Assured's deed of rescuing people, saving State's and people's property and fighting against criminal acts.

III. EXCLUSIONS

ARTICLE 5:

Phu Hung shall not be liable for those risks directly caused by the following:

1. Willful violation by the Assured of laws and regulations of the travel agency and the traveled locality's authorities.
2. Willful misconduct of the Assured or his lawful heir (being the person designated by the Certificate of insurance or by will and testament or by law to be the recipient of indemnification).
3. Intoxication of the Assured by alcohol, Beer, drug, and other similar stimulants.
4. Wrong treatment or misuse of medicines contravening the prescriptions of attending medical practitioners.
5. War.

IV. INSURANCE POLICY, EFFECTIVENESS OF INSURANCE PREMIUM AND SUM INSURED

ARTICLE 6: Various form of insurance

1. Trip insurance:
 - a. In respect of collectives requesting trip-insurance, **Phu Hung** shall conclude the policy with those collectives with attached list of Assured individual.
 - b. In respect of individual insurance a certificate of insurance shall be issued by **Phu Hung** to each individual.
 - c. Premium shall be paid to **Phu Hung** by the Assured or his representative upon conclusion of the policy.
 - d. The cover shall take effect at the outset of the trip at the starting place and terminate upon its being completed at the time and place mentioned in the policy.
2. "In-Hotel" cover:
 - a) In case of the premium being absorbed into the room-charges, the invoice for such room-charges with premium added on shall be considered to be the evidence of insurance affected.

The insurance cover shall take effect from the check-in until the checkout formalities completed by the Assured at the hotel.

- b) In case of "in-hotel" cover being requested by individuals Phu Hung shall issue the certificate of insurance to each one individual subsequent to his payment of full premium being effected as stipulated.

The cover shall take effect from the Assured's completion of check-in formalities until 12:00 of the terminating day laid down in the certificate of insurance.

3. " On-location" cover:

Admission tickets into the tourist area with premium added on shall be treated as on location" cover policy.

The cover shall take effect upon the Assured passing the check-point at the entrance into the tourist area and terminate immediately upon his leaving out of the exit check- point for his residence.

ARTICLE 7: Premium and Sum Insured

- a. The scale of premiums and sums insured is promulgated jointly with these Articles/Wording by the Ministry of Finance. Premium is paid in Vietnam dong, the subjects required for the insurance under the U.S. dollar, the fee and the amount of compensation (if any) must be converted into Vietnam dong at the exchange rate provisions of the State Bank of Vietnam.
- b. The sum insured shall be the maximum limit on **Phu Hung's** liability for any one occurrence of accident suffered by the Assured.
- c. The non-deductible franchise shall be applied as provided in the "Premium Tariff and Insured Amounts".

ARTICLE 8: Insurance Period

1. In the event of the Assured applying for an extension of the trip cover notice should be given to **Phu Hung** or their nearest agent prior to the expiry date stated in the policy. Should such extension be not accepted by **Phu Hung** the cover shall terminate as stipulated in ARTICLE 6 above.
2. Should the Assured's planned journey covered by the insurance period be frustrated by reason of typhoon, flood, fire, earthquake, damage of roads, bridges, conveyances, the period of trip insurance shall automatically be extended until the end of the journey-plan with no extra premium to be charged. Such extension shall, nevertheless, not exceed 48 hours. Beyond this extension limit the Assured shall notify **Phu Hung's** nearest office in order for them to consider the continuation of cover, calculate the additional premium or suspend the policy, depending on specific cases.
3. Should the Assured, of his own free will, terminate the journey the trip cover shall cease to operate immediately thereupon, forfeiting **Phu Hung's** liability for any return of premium.
4. In the event of the Assured requesting an extension of the "in-hotel" cover as provided for in Article 6.2b, an additional premium shall be paid prior to the expiry of the certificate of insurance.

ARTICLE 9: Termination

In case one party requests to terminate this insurance, such party shall provide 24 hours written notice to the other party.

Should this insurance policy be agreed to terminate, The Insured will be entitled to a return of 80 percent (80%) of the premium corresponding to the unexpired period

provided always that, by the time of such agreed termination, there has been no claim accepted by the Company.

V. BENEFITS OF THE ASSURED

ARTICLE 10: Accident

1. In the event of the Assured's death in consequence of an accident insured against, **Phu Hung** shall pay the whole sum insured mentioned in the policy or certificate of insurance.
2. In the event of the Assured suffering injury in consequence of an accident insured against, **Phu Hung** shall pay the claim in accordance with the stipulation in the "Table of Disablement Compensation" attached to this Wording.

ARTICLE 11: Sickness and Disease

In the event of the Assured's death as a consequence of illness or diseases insured against **Phu Hung** shall pay 50% of the sum insured stated in the policy or certificate.

ARTICLE 12: Other benefits

The assured effecting any of the various forms of insurance enumerated in the Article 6 of these Articles/Wording shall be entitled to the corresponding benefits of the respective insurances so effected.

Should the consequences of an insured accident become aggravated due to the pre-existent disease or disability of the assured or due to his treatment having been delayed and in contravention of the medical service's prescriptions, **Phu Hung** shall pay only the indemnifications to be allowable to similar injuries under reasonable treatment by people who has the normal health situation.

ARTICLE 13: Settlement of the consequence of the insured accident

In the event that within 01 year of the occurrence of an accident insured against, should the assured suffer death or his injury be aggravated as a consequence of that accident, **Phu Hung** shall pay back the balance being difference between the sum insured for each case and any indemnifications already paid thereto.

VI. PROCEDURE FOR PAYMENT OF CLAIMS

ARTICLE 14:

Upon occurrence of a risk insured against, the assured or his representative shall

1. Promptly notify **Phu Hung**'s nearest office or his hotel or the travel agency within 24 hours of the occurrence.
2. Carry out the instruction of **Phu Hung**, the hotel or the travel agency.

ARTICLE 15: Claim File

1. When submitting a claim the assured or his representative or his lawful heir shall, not exceeding 01 year (12 months) from the occurrence of accident)
2. Provide **Phu Hung** with the following documents:
 - a. Request of claim (The Form of The Company).
 - b. Insurance Certificate or Insurance Policy (copy) and extract of the list of the assureds or certificate of insurance or admission tickets with premium added on accident report with certification of the travel agency
 - c. Accident report certified by the travel organization, local authority or the local

police where the accident happened.

- d. Medical documents: hospital discharge bill, treatment bill, operation bill and other relevant documents.
- e. Certificate of Death and Document proving legal inheritance (where the Insured dies).
- f. If the Insured authorizes another person to receive claim amount, then legally authorized letter is required.

ARTICLE 16: Period of Payment

1. The indemnification shall be paid to the Insured or the person authorized by the Insured. In case the Insured dies, the legal heir is entitled to receive that amount.
2. In case there be no existing legal heirs for the indemnification; **Phu Hung** shall pay the indemnity to such organization or individual as having undertaken the funeral of the Assured, but not exceeding the sum insured stipulated in Article 10.1, Article 11 and 13 of these Articles/Wording.

ARTICLE 17: Should the Insured or his legal heir(s) be fraudulent in complying with the terms and conditions of this Policy Wording, the **Phu hung** have the right to decline a part or the entire claim amount depending on level of fraudulence.

ARTICLE 18: **Phu Hung** shall consider, settle and pay claim amount within 15 days from the date of receipt of the sufficient claim document, unless otherwise agreed.

ARTICLE 19: The time limit for the Insured or his legal heirs to complain the Company as to any claim payment is three (3) years as from the date the Insured or his legal heirs receives the Company's payment notification. Beyond this limit any protesting shall become invalidated

VII. RESOLUTION OF DISPUTES

ARTILE 20: Dispute settlement

If any dispute arising from this Policy Wording which is not able to be solved through negotiation, either party shall have the right to submit the case to the Court located in the Insured's resident area in Vietnam.