

This English version was translated from Vietnamese

**TRAVEL INSURANCE FOR
FOREIGNERS IN VIETNAM
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 PROVISIONS

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.
Luggage	means widgets owned by the insured that are The Assured generally bring their own
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.

Article 2: Eligibility

1. Subject to the provisions provided in these Regulations, Phu Hung Assurance Corporation (**Phu Hung**) undertakes to insure foreigners and Vietnamese residents who travel Vietnam (hereinafter called the Assured) include:
 - a. Those who come to Vietnam for sightseeing, visiting friends and relatives, attending international conference, seminar, congress, participating in sport and game competitions, artistic performances, going on a mission.
 - b. Those who are residing in Vietnam such as experts, workers, students,

those who are working in the diplomatic delegations and in the international organizations and when they are travelling within the territory of Vietnam.

2. In case the Assured engages in exploration, expedition, dangerous performance, cycling, motor-race, horse-race, boat-race, sports and games of professional nature as football and boxing matches, mountaineering, surf-riding... the Assured is only insured provided that additional premium required has been paid to **Phu Hung** as specified in the "Premium rate table and Insured Amounts".

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 INSURANCE

Article 4:

Phu Hung shall within the scope of this insurance cover the Assured for the following risks:

1. Bodily injury or death caused by accident.
2. Illness or death not caused by accident during the period of insurance.
3. Loss of or damage to accompanied Baggage and personal effects reasonably attributable to the causes: fire, explosion, sinking, overturn, falling of means of conveyance.
4. Loss of package of checked Baggage in the course of travel.

III. EXCLUSIONS

Article 5:

Phu Hung shall not be liable for:

1. Risks arising from the following direct causes:
 - a. Wilful violation of law, regulations, rules of travel agency, of local authority at the place of travel, by the Assured.
 - b. Wilful act of the Assured or his heir-at-law (person who is designated to receive the insured amount in the Certificate of Insurance or testament or under Law).
 - c. The Assured is under the influence of alcohol, beer, intoxicating drugs, a narcotic or other stimulants and likewise.
 - d. War
2. Expenses incurred in accordance with the Article 10.2 in the following cases:
 - a. The Assured falls ill with mental disease or is pregnant (except in case of miscarriage consequent upon accident), or gives birth.
 - b. The Assured is going to treat for wound or illness already before this assurance comes into force.
 - c. Treatment or use of medicines or drugs not in accordance with the prescription of the treatment physician, by the Assured.
3. Loss or damage in accordance with the Article 12 below in respect of:
 - a. Gold, silver, gem-stone, precious metals, cash, travel check, bonds and securities equivalent thereto, passport, driver's license, tickets, documents,

- drawings, designs.
- b. Scratched and wet thing without losing its function of use.
 - c. Requisition seizure or confiscation by or under order of competent authority.

IV. CONTRACT OF INSURANCE, PERIOD OF INSURANCE, PREMIUM AND SUM INSURED

Article 6: Policy

Foreigners who come to Vietnam may apply for travel insurance, **Phu Hung** shall jointly or separately issue a Policy for person or persons insured.

The Assured or his representative on receipt of the Policy shall pay the Insurance premium to **Phu Hung**

Article 7: Validity Insurance

This insurance shall commence and terminate in accordance with the period of insurance stated in the Policy. In the event that the Policy is issued to the Assured by **Phu Hung** before his coming to Vietnam, the insurance shall attach from the time of completion of the entry-visa, and in all case, if the Assured leaves Vietnam prior to the expiration date of the insurance period stated therein, the insurance shall expire on completion of the exit-visa.

Article 8: Premium and Sum Insured

The Premium rate table and Insured Amounts are enacted by the Ministry of Finance of the Socialist Republic of Vietnam in conjunction with these Regulations. The payment of the insured amount shall be made in the same sort of currency that the Assured has used to settle the insurance premium. The insured amount specified in the Policy shall be the maximum limit of liability of Phu Hung to be applied to bodily injury or death of the Assured and loss of or damage to the Assured's Baggage and personal effects. The non-deductible franchise shall be applied as provided in the "Premium rate table and Insured Amounts".

Article 9: Expand the insurance period

1. In case of proposal for extension of the period of insurance, the Assured has to pay an additional premium prior to the expiration date specified in the policy of insurance.
2. If the Assured's journey is behind schedule in comparison with the period of insurance expected due to typhoon, flood, fire, earthquake or road, bridge, means of conveyance being damaged, the period of insurance specified in the Policy shall be extended automatically until such journey has ended without paying additional premium. However, this lasting duration shall not exceed 48 additional hours. If the above duration has expired the Assured has to notify the nearest office of Phu Hung in order to consider insuring continuously, computing additional premium or suspending the insurance, subject to each concrete case.

Article 10: 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 Phu Hung

V. THE RIGHTS OF THE ASSURED

Article 11:

1. Should the covered accident result in the Assured's death or permanent total disablement Phu Hung shall pay the total insured amount mentioned in the Policy.
"Permanent Total Disablement" shall within the meaning of these Regulations included loss of one leg and one arm or loss of both legs or both arms or loss of sight of eyes. "Loss of limbs" means physical cutting off of a hand or a foot and total and irrecoverable loss of use of arm or leg.
2. **Phu Hung** shall pay necessary and reasonable expenses to the Assured consequent upon accidents or illness within the scope of insurance, but not exceeding the insured amount specified in the Policy including:
 - a. Expenses for ambulance service and medical expenses during the period of treatment in Vietnam.
 - b. Board and room charges in hospital during the period of treatment in Vietnam at the rate of 0.2% of the insured amount per day.
 - c. Expenses for the Assured's repatriation in case of not treating in Vietnam, such expenses include:
 - Hire cost of ambulance car to the airport for homeward journey.
 - Costs for additional seat, accompanied medical appliances and medicines (in case of emergency).
 - Hotel and travel expenses for an attendant as necessitated to care for the Assured when repatriating at the request of the director of hospital where the Assured being treated due to dread state of wound or illness.
 - d. Should the Assured die from causes not related to the accident, **Phu Hung** shall only pay expenses for inhumation or cremation in Vietnam or homeward transportation expenses for the Assured's corpse and Baggage.

Article 12:

Should the Assured die or sustain permanent total disablement within 180 days from the date of occurrence of the covered accident due to direct consequence thereof, **Phu Hung** shall pay the balance between the insured amount specified in the Policy and the sum which has been paid beforehand.

Article 13: Luggage

Phu Hung shall indemnify the Assured for loss of or damage to Luggage and personal effects within the scope of insurance in accordance with the following provisions, but not exceeding the insured amount of Luggage and personal effects specified in the Policy.

1. In case of loss of or damage to things according to the Assured's declaration, **Phu Hung** shall consider and make settlement of the indemnity in accordance with its actual value at the time of loss or damage on the basis of the price of a new thing likewise in the Seller's country at the time of payment of the indemnity.
2. In case of slight damage to thing, if such thing can be used after being repaired or replaced by spare-parts, **Phu Hung** shall pay expenses for such repair or such replacement in Vietnam. In case the repair or replacement cannot be made in

Vietnam, **Phu Hung** shall indemnify in accordance with the proportion of loss.

3. The limit of indemnity for any item stated in the list of Luggage and personal effects is 20% of the insured amount of Luggage and personal effects specified in the Policy. A pair or set of anything shall be considered as one item.
4. In case of Luggage or personal effect lost, if after receipt of the indemnity from **Phu Hung** such Luggage and personal effects are found, the Assured is entitled to retain them and return the indemnity to **Phu Hung**. If the Assured does not retain this property within 30 days from the date of receiving **Phu Hung's** notice, **Phu Hung** has the right to take over thereof for purpose of recovering the amount of indemnity which has been paid.

VI. PROCEDURES OF PAYMENT OF CLAIM

Article 14:

When the covered risk occurs, the Assured or his representative is required to

1. Give notice thereof to the nearest office of **Phu Hung** or his hotel or the travel agency within 24 hours.
2. Implement all instructions of **Phu Hung**, his hotel or the travel agency.

Article 15

1. When requesting the payment of medical expenses, repatriation expenses, the doctor appointed by **Phu Hung** shall be given permission to have the Assured's health examined at any time when required.
2. In case of loss of or damage to Luggage and personal effects, the Assured shall be liable to prevent and minimize loss to the lowest extent.

Article 16:

Claim amount 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.

Article 17:

When proposing the payment of the insured amount, the Assured or his representative or his legal heir shall furnish to **Phu Hung**, within 30 days from the date on which the Assured leaves hospital in Vietnam or dies (but not exceeding one year from the date of occurrence of the covered risk) or sustains loss of or damage to Baggage the following documents.

1. Proposal for payment of the insured amount and address in full.
2. Policy
3. Necessary documents below relating to the case of requesting the payment of the insured amount.
 - a. In case of loss of life caused by accident or illness:
 - Accident Report in circumstance of death or bodily injury.
 - Medical treatment certificate issued by medical service.
 - Receipts for payment of medical expenses, repatriation expenses and others.
 - Death Certificate and Certificate for legal heir (in case of death).
 - b. In case of loss of or damage to Baggage or personal effects:
 - Documents to prove the extent of loss of or damage to Baggage and

personal effects.

- Report on loss of package of Baggage issued by the carrier and Baggage ticket.
 - Declaration of the value of property damaged in details.
 - Declaration of the custom for entry into Vietnam. In which Baggage and property carried to Vietnam are stated clearly (in case the Assured has to fill the customs formalities).
 - Repair or replacement invoices.
- c. Other document concerned at request of **Phu Hung**

If the Insured authorizes another person to receive claim amount, then legally authorized letter is required.

IV. SETTLEMENT OF DISPUTE

Article 18: 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 competent Court of The Socialist Republic of Vietnam.