

I. GENERAL PRINCIPLES

Article 1: Definitions

Following terms shall mean:

The Insured 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, Phu

Hung 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 proximate cause of the

Insured's death or bodily injury.

Luggage means property owned by the Insured and the Insured often

takes with him.

Sudden illness means Sickness or Illness which are unable to predict, appreared

andoriginated after the insurance policy takes effect. Moreover, due to sickness or disease, the Insured or the representative of

the Insured must ask for medical treatment.

Medical is a legally licensed medical facility in Vietnam, which:

institution - is capable of providing facilities for examination, 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 old, 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 Phu Hung.

Permanent disablement

is disablement specified in "PERMANENT DISABLEMENT"

section of the Table of Payment issued by Phu Hung.

Article 2: Eligibility

- 1. Pursuant to the provisions of these Wording the Phu Hung Assurance Corporation (Phu Hung) shall undertake to provide insurance for Vietnamese and relatives, attending international conferences and congresses, playing sport matches, giving artistic performances, doing business (hereinafter referred to as the Insured) in the following ways citizens traveling abroad for the purpose of sightseeing holiday making, visiting friends
 - a. Collectively organized in groups and with predetermined programs.
 - b. Individually.

 In cases where the Insured is engaged in a research exploration pursuit, hazardous performance, motor racing, boat racing, professional sport like football, boxing, mountain climbing, surf riding... insurance shall not be provided unless an extra premium has been paid to **Phu Hung** in accordance with the premium rate table and sum insured.

Article 3: Other insurances

The Insured under this insurance can participate and is inherited full benefits under other similar insurances provided such other insurances are separate from this insurance.

II. SCOPE OF INSURANCE

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

- 1. Bodily injury or death as a consequence of an accident.
- 2. Illness or death caused by a non-accident risk during the period of insurance.
- 3. Loss of or damage to Luggage due to: fire, explosion, collision, sinking, capsizing, dropping of conveyances.
- 4. Loss of whole packages of registrated Luggage.

III. EXCLUSION

Article 5: Phu Hung shall not undertake to cover for:

- 1. Risk directly caused by:
 - a. The Insured intentionally violated: laws, rules and local and regulations of the travel agency and the local authorities.
 - b. The intentional acts of the Insuredor his lawful heir (being the person who is designated by the insurance certificate or by will or by laws to be the beneficiary.)
 - c. The insured person is under the influence of alcohol, beer, drugs or other similar substances.
 - d. War.
- 2. Expenses incurred in accordance with the Article 10.2 11.3 in the following cases:
 - a. The Insured falls ill with mental disease or is pregnant (except in case of miscarriage due to accident), or giving birth.
 - b. The Insured continues to treat bodily injury or sickness/illness which is occurred before insurance effect.
 - c. Treatment or use of medicines or drugs which is not in accordance with the instruction of general practitioner..
- 3. Loss or damage of Luggage in accordance with the Article 12 13 below in respect of:
 - a. Gold, silver, gem-stone, precious metals, cash, travel check, bonds and securities equivalent thereto, passport, driver's license, valuable documents such as money, 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. POLICY, INSURANCE PERIOD, PREMIUM AND SUM INSURED

Article 6: The policy covering Vietnamese traveling abroad shall be concluded between Phu Hung and the person entering insurance.

- 1. In case of group policy, it shall be attached with the list of Insured.
- 2. In case of covering for individual, a certificate of insurance for each individual shall be issued by Phu Hung

The premium shall be paid by the Insured or his representative at the time signing the policy.

Article 7: Premium rate table and Sum Insured

Premium rate table and sums insured is promulgated jointly with these Wording by the Ministry of Finance.

The sum insured shall be paid in that same currency as premiums has been paid in. The sum insured shall be the maximum limit of Phu Hung's liability for the Insured's body and luggage per accident.

Article 8: Insurance period

The policy shall take effect after the Insured completed exiting procedure and terminate after the Insured completed entering procedure. The policy shall be unvalid if the Insured as mentioned in Article 2.1a of this Wording leaves the planed journey without the written consent of Phu Hung

Article 9: Expand the insurance period

In the event of the Insured traveling beyond the journeying time stated in the policy or in the insurance certificate and requesting extension of the policy, an extra premium shall be paid by his representative prior to the expiry of the policy. If no extension be applied, the policy shall terminate at 24:00 of the last day of the insurance period.

In case the Insured is on public transportation for coming back and it is expected to reach the destination before the expiry of the policy, however, it is delayed due to reason beyond the Insured's control, the insurance period shall be automatically extended until the end of the journey with no extra premium to be charged

Article 10: Policy cancelation

In case one party requests to cancel this policy, such party shall provide written notice to the other party before 24 hours. Should the policy be agreed to cancel, Phu Hung will return 80 percent (80%) of the premium corresponding to the unexpired period provided always that, by the time of such agreed cancelationn, there has been no claim accepted by Phu Hung.

V. BENEFITS OF THE INSURED

Article 11:

- In the event of the Insured's death in consequence of an insured accident, Phu Hung shall pay the whole sum insured mentioned in the policy or insurance certificate.
- 2. In the event of the Insured suffering injury in consequence of an insured accident, Phu Hung shall pay the claim in accordance with the stipulation in the "Table of Payement" attached to this Wording.
- 3. In respect of expenses necessarily and reasonably incurred as a consequence of insured accident or illness, **Phu Hung** shall pay the indemnity amount which does not exceed the sum insured stated in the policy, including:

- a. Daily allowance per day for abroad hospitalization due to sickness/illness: 0.2% of the sum insured stated in the policy.
- b. Expenses of repatriation in the event of the Insured discontinuing the treatment abroad, including:
 - Cost of renting ambulance to the airport.
 - Cost of renting additional air-seat, accompanying medical appliances and medicines (in case of necessity).
 - Food, hotel, travelling expenses for the medical attendant on repatriation as requested by the Director of the hospital due to the health status of the Insured.
- c. Shipping cost for ashes and luggage of the Insured back to Vietnam in case of death due to non-accident. In case of abroad cremation, the expenses thereon shall be paid.

Article 12:

Within 01 year from the time the insured accident occurs, should the Insured suffers death or his injury which is aggravated as a consequence of that accident, Phu Hung shall pay the balance between the Sum Insured for each case and any indemnifications already paid thereto.

Article 13: Luggage

Phu Hung shall indemnify for the insured loss of or damage to the Insured's Luggage in accordance with the following stipulations but not exceeding the sum insured for Luggage specified in the policy.

- 1. Loss and damage as provided for in Article 4.3
 - a. The lost or damaged things as declared by the Insured shall be examined and settled on their actual values at the time of loss or damage, basing on the price of similar new things in the selling country and at the time of indemnification.
 - b. In respect of slightly damaged things, it is still usable after repairing or replacement of spare parts, **Phu Hung** shall pay for the cost of such repair or replacement in foreign country or in Vietnam.
 - c. The limit of indemnification for any item declared in the list of Luggage shall be 20% of the sum insured stated in the policy. A pair or a set of thing shall be considered as one item.
- 2. In case of loss of the whole registrated package, the maximum indemnification paid by Phu Hung for each kilogram shall be 2% of the sum insured for the Luggage.
- 3. In the event of Luggage being retrieved after compensation the Insured has right to take back his Luggage and refund the indemnity to Phu Hung. If the Insured does not take back such Luggage within 30 days from the time receiving Phu Hung's notice, **Phu Hung** shall dispose such Luggage to offset the indemnification already paid.

VI. PROCEDURE FOR PAYMENT OF INDEMNIFICATIONS

Article 14: When the insured event occurs, the Insured or his representative shall:

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

Article 15: Payment of indemnity

Indemnity amount shall be paid to the Insured or the person authorized by the Insured.

In case the Insured dies, the legal heir shall receive that amount.

Article 16: Claim documents

When submitting a claim, the Insured or his representative or his lawful heir shall provide Phu Hung claim documents within 30 days from the date of his leaving the hospital abroad or his death or completing treatment (but not exceeding 01 year from the occurrence of insured risk) or the loss / damage to the Luggage:

- 1. Claim request.
- 2. Insurance Policyand extract of the list of the Insured or insurance certificate.
- 3. Other relevant documents below in connection with claims:
 - a. Damage to the Insured as a consequence of accident or illness:
 - Report on accident acknowledging death or injury.
 - Report on treatment by the medical institution.
 - Receipt for medical expenses, repatriation expenses and others.
 - Certificate of Death and Document proving legal inheritance (in case of death)

b. Damage to Luggage:

- Evidence of loss of or damage to Luggage with the extent thereof.
- Report by the transport service on the total loss of Luggage and Luggage ticket.
- Breakdown of damaged property.
- Customs declaration of exit from Vietnam or from the toured country specifying the accompanied Luggage.
- Invoices for repair of the property or replacement of the spare parts.
- c. Other relevant documents required by Phu Hung

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

Article 17: Subrogation

While receiving the indemnification for lost damaged Luggage or personal effects the Assured shall create favourable conditions to ensure **Phu Hung**'s entitlement to the right of subrogation against a third party (if any) in so far as the receipted indemnification is concerned.

Article 18: Honesty

Should the Insured or his legal heir(s) is fraudulent in complying with the terms and conditions of this Wording, the Phu hung has the right to decline a part or the entire indemnity amount depending on level of fraudulence.

Article 19: Time limit for Claim settlement

Phu Hung shall consider, settle and pay claim amount within 15 days from the date of receipt of the sufficient claim document.

Article 20:

The time limit for the Insured or his legal heirs to complain Phu Hung regarding claim payment is three (03) years from the date the Insured or his legal heirs receives the payment notification from Phu Hung. Beyond this limit any protesting shall become invalid.

VII. RESOLUTION OF DISPUTES.

Article 21: Resolution of disputes

If any dispute relating to this Wording is not able to be solved by negotiation, either party shall have the right to submit the dispute to the Court located in the Insured's resident area in Vietnam.