

**Jetcover**  
Insurance Policy

BENEFIT SCHEDULE		SUM INSURED
<b>Section 1</b>	<b>Trip Cancellation:</b> reimbursement for the cost of the flight if You must cancel your trip for covered reasons, i.e. death or Serious Injury, Serious Sickness or compulsory quarantine of You, Your Relative or Travel Companion	Up to total original flight cost
<b>Section 2</b>	<b>Flight Delay:</b> Flat payment for every 4-hour period of Jetstar flight delay.	VND160,000 per 4-hour delay period, up to VND800,000
<b>Section 3</b>	<b>Loss, Damage of checked baggage:</b> Covers loss or damage to checked baggage of the insured	VND4,800,000
<b>Section 4</b>	<b>Baggage Delay</b>	VND480,00 per 8-hour delay period, up to VND1,600,000
<b>Section 5</b>	<b>Travel Misconnection</b>	VND1,600,000 for more than 6 hours
<b>Section 6</b>	<b>Cover in the event of Terrorism</b>	Yes

In consideration for the premium the Insured Person has paid and the declaration submitted to Chartis Vietnam Insurance Company Limited (The Company) and/or any statements made to The Company, The Company will provide the Insured Person with the insurance set out in this Policy while the Policy is in force.

The insurance provided is subject to the terms, exclusions and conditions contained in this Policy, Policy Schedule and any Endorsements to this Policy.

The insurance will start on the effective date as specified in the Policy Schedule and will be in force until the Policy is terminated in accordance with Part IV – General Conditions of the Policy.

#### PART 1 – POLICY DEFINITIONS

- 1) **ACCIDENT or ACCIDENTAL** means a sudden, unforeseen and fortuitous event which results in the Insured Person suffering death, Disablement or bodily Injury.
- 2) **ACTS OF TERRORISM** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) will not be considered Acts of Terrorism. Act of Terrorism will also include any act, which is verified or recognised by the (relevant) government as an act of terrorism.
- 3) **HOSPITAL** means a place that holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more Physicians available at all times; provides 24-hour nursing services and has at least one registered nurse on duty at all times; has organised diagnostic and surgical facilities, either on premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.
- 4) **HOSPITAL CONFINEMENT** means being confined in a hospital as a registered in-patient because of medical necessity and on the recommendation of a Qualified Medical Practitioner. One day of Hospital Confinement will mean a continuous 24-hour period for which the Hospital makes a charge for room and board directly relating to treatment of the Insured Person's Injury or Sickness.
- 5) **INJURY** means bodily Injury which is sustained by the Insured Person during the period of Insurance and is caused by an Accident solely and independently of any other causes within 90 days from the date of such Accident.
- 6) **INSURED PERSON** in respect of an Individual Plan means the person named in the Policy Schedule as the Insured(s).
- 7) **JETSTAR** means the legally authorised representative of Jetstar having jurisdiction at the place of any event or loss.
- 8) **JETSTAR AIR CARRIER** means any fixed-wing aircraft provided and operated by Jetstar which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports.
- 9) **LOSS OF LIMB** means 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.
- 10) **LOSS OF HEARING** means 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
- 11) **LOSS OF SIGHT** means the entire and permanent irrecoverable loss of sight.
- 12) **LOSS OF SPEECH** means 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.
- 13) **PERMANENT** means lasting 12 calendar months from the date of the Accident and at the expiry of the 12 calendar months' period being beyond hope of improvement.
- 14) **PRE-EXISTING MEDICAL CONDITION** means 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.
- 15) **PUBLIC PLACE** means 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.
- 16) **QUALIFIED MEDICAL PRACTITIONER** means 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 Travel Companion or Relative.

- 17) **RELATIVE** refers to the Insured Person's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law, grandchild, brother, sister, niece, nephew, aunt or uncle.
- 18) **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 the Trip. When applied to the immediate family member, it means Injury or Sickness certified as being dangerous to life by a Qualified Medical Practitioner and which results in the discontinuation or cancellation of the Trip.
- 19) **TOTAL DISABLEMENT** means Injury of a permanent nature which solely and directly totally disables and prevents the Insured Person from attending to any business, occupation of any and every kind or if the Insured Person has no business or occupation, from attending to his usual duties.
- 20) **TRAVEL COMPANION** means a person who has travel bookings to accompany the Insured Person on the Trip.
- 21) **TRIP** means a journey undertaken by the Insured Person traveling on a Jetstar Air Carrier and is limited within the boundary of the specific country where the Insured Person disembarks from a Jetstar Air Carrier.

## PART II – COVERAGE

### SECTION 1 – TRIP CANCELLATION

If the Trip is cancelled due to any of the following occurring within 30 days 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) witness summons or jury service

The Company will reimburse the unused and non-refundable portion of the Jetstar Air Carrier Ticket fare, up to the limits specified under Section 1 of the applicable Plan, for the resulting loss of travel expenses:-

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

### EXCLUSIONS

The Company will not pay for any loss:-

1. caused directly or indirectly by government regulations or control; or
2. caused by cancellation by Jetstar; or
3. that is covered by any other existing insurance scheme or government program; or
4. should this insurance be purchased less than 7 days before the date of departure (with the exception of Death or Serious Injury or Serious Sickness of the Insured Person, 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 or Travel Companion).

### SECTION 2 – FLIGHT DELAY

In the event that the scheduled Jetstar Air Carrier as defined in which the Insured Person had arranged to travel is delayed for at least 4 consecutive hours of the scheduled departure time as specified in the itinerary supplied to the Insured Person due to

strike/industrial action, adverse weather conditions, mechanical breakdown, derangement or structural defect of a Jetstar Air Carrier, this Section will pay a flat fee of VND160,000 for every full 4 consecutive hours of delay, up to a maximum of VND800,000.

### EXCLUSIONS

No benefits will be provided for any delay:

- 1) Arising from the Insured Person's failure to check in according to the itinerary supplied to the Insured Person, or if the Insured Person fails to obtain written confirmation from Jetstar or his handling agents of the number of hours delayed and the reason for such delay.
- 2) Arising from strike or industrial action existing on the date the Trip is arranged.

### SECTION 3 – LOSS, DAMAGE OF CHECKED BAGGAGE

The Company will pay You up to the limit specified under Section 3 of the applicable plan in consequence of damage due to a theft or an attempted theft, or loss or damage to the Insured Person's checked baggage whilst the Insured Person on board a Jetstar flight. All items must be owned by or in the custody of or which is loaned or entrusted to the Insured Person.

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

The Company will not be liable for more than VND3,200,000, in respect of any one article or pair or set of articles.

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 the accident if the Insured Person can produce supporting document (i.e. original receipts or original warranty cards) for claims. The reimbursement for items without official receipts will be assessed and determined by Chartis Vietnam, subject to a maximum amount payable of US\$200 for all items.

The loss, damage must be reported by Jetstar authorized representative at the airport of disembarkation. Any claim must be accompanied by written documentation from such Jetstar representative

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).

### EXCLUSIONS

- 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 and personal digital assistants,, manuscript, jewelry, gem stones, watches, contact or corneal lenses, securities, 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 of 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 of or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party.

- 5) Loss of or damage to the Insured Person's baggage sent in advanced, mailed or shipped separately.
- 6) Loss of or damage to the 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 of or damage of business goods or samples or equipment of any kind.
- 9) Loss of or damage of data recorded on tapes, cards, discs or otherwise.
- 10) Loss of or damage of cash and bank notes, stored value cards, cash cards, Ez-Link Cards, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of or replacement of credit cards, National Registration Identity Cards (NRIC), driving licenses, travel documents.
- 11) Loss of damage or derangement or breakage of fragile or brittle articles.
- 12) Mysterious disappearance.

#### **SECTION 4 – BAGGAGE DELAY**

The Company will pay VND480,000 if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the Jetstar Air 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 up to a maximum of VND1,600,000 during the covered trip.

N.B. The Policy will only pay for any claim under any one of the Sections 3, 4 for the same event.

#### **SECTION 5 – 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 Jetstar Flight and no onward transportation is available to the Insured Person within 6 consecutive hours on his arrival, the Company will pay up to the limit applicable to the Selected Plan. This benefit is payable only once for each trip.

#### **SECTION 6 – 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 on the covered trip 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**

##### **(A) THIS POLICY WILL NOT COVER ANY LOSS, INJURY, DAMAGE OR LEGAL LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM:**

- 1) Any Injury, Sickness or disease resulting directly or indirectly from or due to, or accelerated by:
  - a) The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - b) The dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - c) The release of pathogenic or poisonous biological or chemical materials;
- 2) Your illegal or unlawful intentional act or confiscation, detention, destruction by customs or other authorities. Any breach of government regulation or any failure by You 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;
- 3) Any prohibition or regulations by any government;
- 4) Your not taking all reasonable efforts to safeguard Your property or to avoid Injury or minimise any claim under the Policy;

- 5) Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy or childbirth;
- 6) Riding or driving in any kind of race, participating in any professional sports or in any sport in which You would or could earn or receive remuneration, donation, sponsorship, award or certificate of any kind and air travel (other than as a fare-paying passenger in any properly licensed private and/or commercial aircraft or other mode of conveyance or transportation);
- 7) Suicide or attempted suicide or intentional self-inflicted injury, while sane or insane, intoxication, or use of non-prescription drugs or medications;
- 8) Any Pre-existing Medical Conditions;
- 9) Sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- 10) Mental and nervous or sleep disorders, including but not limited to insanity.
- 11) Your engaging in naval, military, air force service or operations, or testing of any kind of conveyance, being employed as a manual worker, whilst engaged in offshore or in mining, aerial photography or handling of explosives or ammunition, firearms or flight duty (except as a passenger);
- 12) Mysterious disappearance;
- 13) When You are not fit to travel or are travelling against the advice of a Medical Practitioner;
- 14) When the purpose of the Trip is to obtain medical care or treatment of any kind; and
- 15) Travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria.

##### **(B) THIS POLICY WILL NOT COVER ANY LOSS, INJURY, DAMAGE, OR LEGAL LIABILITY SUFFERED OR SUSTAINED DIRECTLY OR INDIRECTLY BY YOU IF YOU ARE:**

- 1) a terrorist;
- 2) a member of a terrorist organization;
- 3) a narcotics trafficker; or
- 4) a purveyor of nuclear, chemical or biological weapons.

#### **PART IV – 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) **PURCHASE OF TRAVEL INSURANCE:** The Insured Person must purchase the flight insurance in conjunction with Jetstar before departure
- 3) **DUPLICATION OF COVER:** In the event that the Insured Person is covered by more than one travel insurance policy, underwritten by The Company for the same Trip, The Company will consider the Insured Person to be insured only under the policy which provides the highest benefit level.
- 4) **ELIGIBILITY:** The One Way Plan is available for Single-segment trip tickets only and is limited to Insured Persons aged from 2 years inclusive.
- 5) **EFFECTIVE DATE OF COVER:** The coverage provided to the Insured Person starts only upon checking-in for departure of a Jetstar flight in the itinerary provided that the premium has been paid before travel and a copy of the JetCover Certificate has been issued. Coverage will include the time the Insured Person is inside any airport premises for the purpose of commencement or continuation of the same scheduled flight.
- 6) **ACTIVATION:** Once the insurance is activated, it is non-changeable, non-cancellable and non-refundable.
- 7) **EXPIRY DATE OF COVER:** Coverage ends upon the Insured Person's safe disembarkation from a Jetstar Air Carrier.

- 8) **DETERMINATION OF AGE:** In any claim, the Insured Person's age will be determined as at the date of Injury or Sickness with reference to the birth date
- 9) **INFANT:** Infants travelling with an adult Insured Person will receive cover free of charge (VND0.00 Premium),
- 10) **COMPLIANCE WITH POLICY PROVISIONS:** The Insured Person's failure to comply with any of the provisions contained in this Policy shall invalidate all claims herein.
- 11) **TIME OF NOTICE OF CLAIM:** As soon as practicable and in any case within 30 days of the occurrence of any event which may give rise to a claim, the Insured Person will give The Company written notice. Notice given by or on behalf of the Policyholder to The Company with information sufficient to identify the Insured Person will be deemed to be notice to The Company.
- 12) **NOTIFY AUTHORITIES:** If the property insured under Section 3 of this Policy shall be lost or damaged, the Insured Person will take all reasonable measures to protect, save, and recover it, and shall also promptly notify the airport police and Jetstar.
- 13) **SUBROGATION:** In the event of any payment under all Sections of this Policy, The Company will be subrogated to all the Insured Person's rights of recovery against any person or organisation and the Insured Person will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person will take no action after the loss to prejudice such rights.
- 14) **FORMS FOR PROOF OF LOSS:** The Company, upon receipt of a notice of claim will furnish the Insured Person such claim forms which are usually furnished by The Company for filing proof of loss. The Insured Person must return such claim forms with full particulars within 15 days of the date of such receipt. The Insured Person will also at the same time when returning the completed claim form within the said 15 days submit to The Company written proof covering the occurrence, the circumstances and the extent of the loss for which the claim is made. The Insured Person will also at any time at The Company's request submit whatever documents the latter may require in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such requirement.
- 15) **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.
- 16) **TO WHOM INDEMNITIES PAYABLE:** All indemnities of this Policy are payable to the Insured Person.
- 17) **RULE OF REFUND:** The Company will not allow any refund of premium once the Policy is issued.
- 18) **CANCELLATION:** The Company may cancel this Policy at any time by written notice delivered to the Insured Person or mailed to his last address shown by The Company's records stating when thereafter such cancellation shall be effective. In the event of such cancellation, The Company will return promptly the pro rata unearned portion of any premium actually paid by the Insured Person. Such cancellation will be without prejudice to any claim originating prior thereto.
- 19) **RIGHT OF RECOVERY:** In the event authorisation of payment and/or payment is made by The Company for which it is not liable in respect of the Policy, The Company reserves the right to recover against the Insured Person for the full sum paid.
- 20) **ENTIRE CONTRACT:** The Policy, Schedule, Endorsements, Application Form, Declaration and attached papers together with other statement in writing will be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the Schedule attached will bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Schedule attached will prevail. No statement made by the applicant for insurance not included herein will void the insurance cover or be used in any legal proceedings hereunder. No Agent has the authority to change or waive any provisions of the insurance. No change of provisions will be valid unless approved by The Company's executive officer and such approval be endorsed hereon.
- 21) **REINSTATEMENT OF POLICY:** If default is made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by The Company will reinstate this Policy, but only as to cover resulting from injury or illness thereafter sustained.
- 22) **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 for claim payment will be monthly exchange rate fixed by Chartis Vietnam
- 23) **INTEREST:** No indemnity from The Company will carry any interest.
- 24) **GOVERNING LAW:** The Policy issued shall be interpreted and governed in accordance with Vietnamese law.
- 25) **CONTRACTS (RIGHTS OF THIRD PARTIES):** A person who is not a party to this Policy contract will have no right under Contracts (Rights of Third Parties) Act to enforce any of its terms.
- 26) **PAYMENT BEFORE COVER WARRANTY:** The Payment Before Cover Warranty will apply to all personal lines policies. By virtue of this warranty, a personal lines policy will not be in force unless premium is paid to The Company or an intermediary through whom this Policy was effected on or before the date of inception of the Policy.
- a. Notwithstanding anything herein contained but subject to clause b) hereof, 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 this 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 this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement will be deemed to be cancelled immediately and no benefits whatsoever will be payable by The Company. Any payment received thereafter will be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.