

PERSONS IN VEHICLE INDEMNITY INSURANCE WORDING

(Issued in accordance with Decision No. 37/2025-QĐHN-TMIV dated 03rd November, 2025 by General Director of Tokio Marine Insurance Vietnam Company Limited)

In reliance upon the information, declarations, and representations contained in the Proposal Form, and in consideration of the insurance premium paid by **The Policyholder** to **The Insurer** in full and in due course, and subject to the general conditions, coverage agreements, exclusions, and any Endorsements attached to this Policy, **The Insurer** hereby agrees with **The Policyholder** as follows:

Article 1. Interpretation

1. **The Policyholder** : means any entity or individual that submits a request for insurance and/or signs off on the quotation, and enters into a **Policy** with **The Insurer**. **The Policyholder** shall be responsible for paying the insurance premium and for fulfilling all rights, obligations, and responsibilities as prescribed by law and/or as stipulated in this **Policy**.
2. **The Insurer** : means Tokio Marine Insurance Vietnam Company Limited.
3. **The Insured** : means any entity or individual whose property, civil liability, health, life, obligations, or economic interests are insured under this **Policy**.
4. **Accident** : means a sudden, unforeseeable event or sequence of events, beyond the control of the **Person(s) in Vehicle**, occurring during the period of insurance, and is the direct and sole cause of death or Bodily injury to the **Person(s) in Vehicle**.
5. **Motor Vehicle/Vehicle** : means any types of automobiles, motorcycles, and mopeds as defined by the Law on Road Traffic Order and Safety, owned, possessed, or used by the Policyholder/Insured/Vehicle owner, that are eligible to participate in road traffic and listed or attached in the Policy Schedule.
6. **Operating Vehicle** means vehicle's engine is in operation and under the control of the **Driver** (including when the vehicle is moving or parked)
7. **Vehicle Owner** : means the owner of the **Vehicle**, or any individual or entity who has been lawfully authorized by the owner to possess and use the **Vehicle**; or any individual or organization who is the actual owner of the **Vehicle** under a valid **Vehicle** purchase agreement, even if the **Vehicle** has not yet been officially registered.
8. **Person(s) in Vehicle** : includes the **Driver**, vehicle assistants, and other passengers transported in the **Motor Vehicle**.
9. **Driver** : the person operating the **Motor Vehicle** at the time occurring the **Accident**.
10. **Policy** : means the mutual agreement between **The Policyholder** and **The Insurer**, under which **The Policyholder** is obligated to pay the full insurance premium, and **The Insurer** is obligated to indemnify **The Insured** or the Beneficiary upon the occurrence of an insured event.

A **Policy** must be documented in writing and shall include:
 - **Proposal Form**;
 - **Policy Wording**;
 - **Schedule**;
 - The Certificate of Insurance;
 - **Endorsement** (if any)
11. **Proposal Form** : means the document that outlines the insurance requirements and commitments of **The Policyholder**, which is signed and stamped (if applicable) by **The Policyholder** and serves as the basis for **The Insurer** to consider and approve coverage by issuing the **Policy**. This document forms an integral and inseparable part of the **Policy**, provided in a standard format by **The Insurer** to **The Policyholder**, and may be issued either in hard copy or electronic format via the website or online sales application for the purpose of establishing the **Policy**.

- 12. Schedule** : means the summary of the terms, conditions, and limit of liability of the **Policy** or the **Renewal Policy** (in case of renewal), issued by **The Insurer** to **The Policyholder**.
- 13. Endorsement** : means the integral and inseparable part of the **Policy**, issued by **The Insurer** to **The Insured** to confirm amendments to the contents of a previously issued **Policy**, provided that **The Insurer** has agreed to **The Insured's** additional coverage requests.
- 14. Period of insurance** : is specified in the Policy Schedule and includes both the start date and end date of this Insurance period.
- 15. Reasonable Actual Medical Expenses** : means the actual expenses incurred for the purposes of diagnosing and treating an Bodily injury caused by an **Accident** including hospitalization fees, surgical costs, medication and pharmaceuticals, diagnostic testing expenses, home care, or nursing services—provided that such medical expenses are considered reasonable within the locality where the treatment is administered.
- 16. Medical facility** : means a legally authorized **Medical facility** under Vietnamese law, licensed for inpatient and/or outpatient treatment, neither a facility for the rest or convalesce purposes nor a special facility exclusively for the elderly, nor for detoxification of alcohol, drugs and stimulants.
- 17. War** : means any war (whether war be declared or not), warlike operations, including the use of military force by any sovereign state to achieve economic, geographical, nationalist, political, racial, religious, or other purposes.
- 18. Act of terrorism** : means any use or threat to use force or violence which causes damage, sickness or injury, harms or interrupts, or commits any act of threatening the human life and property, against any person, property or government, in pursuit of economic, ethnic, nationalist, political, racial or religious interests whether declared or not. Acts of Terrorism also include any act verified or acknowledged by the (relevant) government as an Act of Terrorism. Robberies or other criminal acts committed primarily for personal gain and acts initially arising from personal relationships between perpetrator(s) and victim(s) shall not be considered an Act of Terrorism.
- 19. Strike** : means a temporary, voluntary and organized cessation of work by employees in order to achieve their requirements in the process of resolving a labor dispute and is organized and leaded by a representative organization of employees having the rights to collective negotiation and is a party to the collective labour dispute.
- 20. Civil War** : means a **War** between components in a country, between people of the same language but having disputes for different reasons: religion, politics, economy, ...

Article 2. Insured Entities

The liability of the **Vehicle owner** to compensate the **Person(s) in Vehicle**.

Article 3. Limit of Liability (Sum Insured)

Limit of Liability is the amount that the **Policyholder** requests the **Insurer** to compensate for each **Person in Vehicle**. This amount shall not exceed the total number of people allowed to be carried on the **Vehicle** as stipulated in the Certificate of Technical Safety and Environmental Protection Inspection or the Vehicle Registration Certificate.

Limit of Liability for each **Person in Vehicle** is specified in the **Policy Schedule**.

Article 4. Scope of Coverage

Except for cases specified in the exclusions under Article 6 below, **the Insurer** shall indemnify, on behalf of the **Vehicle Owner**, in the event that the **Person(s) in Vehicle** suffers death, Bodily injury due to an **Accident** occurring while inside the vehicle or during the process of getting in or out of the vehicle while it is in operation as stipulated in this **Policy**.

Article 5. Extended Coverage

The **Insurer** agrees to extend the coverage under Article 4 to include cases when the **Person(s) in Vehicle** is the **Vehicle owner** who suffers death, bodily injury, or physical disability due to an **Accident** occurring while being inside the vehicle or during the process of getting in or out of the vehicle while it is in operation.

Article 6. Exclusions

The Insurer shall not be liable to indemnify in the following cases:

1. **War, Act of Terrorism**, invasion, act of foreign enemy, hostilities or **warlike** activities (whether declared or not) or civil war, mutiny, rebellion, **Strike**, civil riot, riot, revolution, insurrection, conspiracy, military force or usurped power, martial law, or state of siege, or any other event or cause which determines the proclamation or maintain such martial law or state of siege.
2. Ionization, irradiation or radioactive contamination from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive, toxic, explosive or hazardous properties of any explosive nuclear chains or components
3. Any criminal act committed by the **Policyholder**, the **Insured**, or **Person(s) in Vehicle**
4. The **Person(s) in Vehicle** self-causes injury intentionally (unless due to the act of intending to save others), commits suicide or attempts suicide or commits unsuccessful suicide, fights, provokes a fight or instigates a fight (unless for justifiable self-defense)
5. Vehicles used in training, racing (Legal or illegal), trial racing, speed testing, or testing after repair.
6. Any **Accident** occurring to the **Person(s) in Vehicle** occurring outside the territory of Vietnam or medical expenses incurred outside the territory of Vietnam
7. Medical expenses incurred by the **Person(s) in Vehicle** for products classified as organic substances, functional foods, cosmetics, nutritional milk.
8. **The Insurer** shall not provide coverage and shall not be responsible for paying a claim or to offer any benefits in the payment of such claim under which the provision of coverage, payment of any indemnity or giving any benefit from such payment means that **the Insurer** would be in breach of any bans, prohibitions or restrictions under United Nations's resolutions or economic or trade embargo, laws or regulations of Singapore, the European Union, the United Kingdom or the United States of America.
9. Any actual or alleged liability for the claim(s) arising directly or indirectly from or in consequence of asbestos in any form and quantity.
10. Medical expenses related to the treatment of the **Person(s) in Vehicle** 's pre-existing illness or injury, which existed prior to the effective date of insurance or leads to the determination that such pre-existing illness/injury makes the consequence of an **Accident** more serious, shall not be covered.
In the event that the consequence of an **Accident** becomes more serious due to the **Person(s) in Vehicle** 's pre-existing illness or injury or the **Person(s) in Vehicle** 's failure to receive timely treatment or failure to treat as directed by a **Medical facility**, the Insurer will only indemnify the **Person(s) in Vehicle** for the medical expenses for the treatment which is directly caused by the **Accident**.
11. The **Driver** does not possess a valid driving license or holds a license that is not appropriate for the type of motor vehicle that legally requires a driving license. In cases where the **Driver** has been temporarily or permanently revoked of the right to use the driving license, it shall be considered as not possessing a driving license.
12. The **Driver** is found to have a blood alcohol concentration exceeding 50 milligrams per 100 milliliters of blood or a breath alcohol concentration exceeding 0.25 milligrams per liter of breath; or is under the influence of narcotics or other prohibited stimulants as defined by law
13. **Motor Vehicles** entering prohibited roads or restricted areas (including stopping or parking), driving in the wrong direction (against one-way traffic or on roads marked with "No entry" signs), making turns or U-turns at prohibited locations, running red lights or failing to comply with traffic control signals, operating without or with insufficient lighting as required, or reversing in tunnels or on expressways
14. **Motor Vehicles** transporting goods illegally as defined by law, or failing to comply fully with safety regulations regarding the transportation, loading, and unloading of goods
15. Losses arising from the transportation of explosives, hazardous waste, liquefied gas, or gasoline in violation of legal regulations; or from the use of **Motor Vehicles** to tow other vehicles without complying with applicable laws

Article 7. Insurance compensation

1. In the event of the death of the **Person(s) in Vehicle**: The Insurer shall compensate 100% of the Limit of Liability (Sum Insured) as stated in the Policy Schedule.
2. In the event that the **Person(s) in Vehicle** suffers bodily injury resulting in permanent disability: The Insurer shall compensate according to the compensation rate table provided below.]

Consequence	Claims Ratio
Permanent disability as described below:	According to the percentage of the Limit of Liability stated in the Policy Schedule. The percentage applicable to each consequence is as follows
1. Total and permanent blind of one or two eye(s)	100%
2. Total loss due to amputation or total and permanent paralysis	
a) One or two limb(s)	100%
b) One or two hand(s)	
c) Arm part above the elbow	
d) Arm part at or below the elbow	
e) Leg above the knee	
f) Leg at or below the knee	
3. Bodily injury of 81% or more , as certified by a medical authority or the Provincial/Municipal Medical Assessment Council, or a legally authorized Medical Assessment organization approved by the Insurer	100%
4. Total and permanent loss	50%
a) Vision in one eye except the ability to perceive light	
b) Lens of one eye	
5. Total Permanent disability due to amputation or permanent loss of use of:	
a) Thumb and four fingers of one hand	50%
b) Four fingers of one hand	40%
c) Thumb (two phalanges)	25%
d) Thumb (one phalange)	10%
e) Index finger (three phalanges)	15%
f) Index finger (two phalanges)	8%
g) Index finger (one phalange)	4%
h) Middle finger (three phalanges)	10%
i) Middle finger (two phalanges)	4%
j) Middle finger (one phalange)	2%
k) Ring finger (three phalanges)	8%
l) Ring finger (two phalanges)	4%

m) Ring finger (one phalange)	2%
n) Little finger (three phalanges)	6%
o) Little finger (two phalanges)	4%
p) Little finger (one phalange)	2%
q) All toes of one foot	17%
r) Big toe (two nodules)	5%
s) Big toe (one nodule)	2%
t) Any other toe	3%
6. Total and permanent loss:	
a) Hearing in two ears	75%
b) Hearing in one ear	15%
c) Speaking ability	50%
7. Other types of permanent disability	Based on the certification issued by a medical authority or the Provincial/Municipal Medical Assessment Council, or a legally authorized Medical Assessment organization approved by the Insurer

Principles of indemnity payment

- a. In the event of multiple Injuries in the same body part, the total amount paid for Injuries cannot exceed the percentage of loss of that body part.
- b. If the **Person(s) in Vehicle** has been compensated for Permanent Disability but passes away within 104 weeks from the date of Injury occurrence whose cause is determined to be the same consequence of such **Accident** and/or Injury, and If the paid indemnity amount is less than 100% of the **Sum Insured**, the Insurer will pay the difference between 100% of the Sum Insured and the paid indemnity amount
- c. The **Insurer** only pays up to 100% of the **Sum insured** even if the total indemnity ratio for the **Person(s) in Vehicle's** permanent disability exceeds 100%
- d. Cases of Injury and disability of limbs or the parts of limbs will be assessed in the same way as injuries due to severance.
- e. In cases where the consequences of an **Accident** are exacerbated by a pre-existing illness of the **Person(s) in Vehicle** or by untimely and non-compliant treatment of an injury as instructed by a medical facility, the **Insurer** will only pay the insurance benefits as if for a similar type of injury in a person with normal health who received reasonable treatment
- f. The certification of the **Person(s) in Vehicle** 's amputation or total loss of body part (arm, leg or eye) can be done immediately after the insured event occurs Or after treatment for such injuries has concluded
- g. The certification of complete and irreversible paralysis of body parts, total blindness, or bodily injury of 81% or more shall not be conducted earlier than 180 days from the date of the insured event or from the date the medical condition is diagnosed

3. In the event that the **Person(s) in Vehicle** suffers bodily injury resulting in medical expenses, the **Insurer** shall compensate for **Reasonable Actual Medical Expenses**, up to a maximum of 10% of the liability limit or according to the medical expense limit specified in the Policy Schedule.

If the medical expenses have already been covered by another insurance policy, this insurance policy will only pay for the amounts not covered under that other policy or as agreed upon in this insurance contract.

Article 8. Breach of Duty of Disclosure

The **Insurer** reserves the right to rescind this Policy in the event of knowledge or discovery of a misrepresentation or omission of any material fact or information which is decisive for insurance approval or premium rates.

Article 9. Policy Termination

During the insurance period, either party has the right to unilaterally terminate the **Policy** in accordance with applicable laws by providing written notice to the other party.

1. In the event that **The Policyholder/Insured** unilaterally terminates the **Policy** before its expiry, **The Policyholder/Insured** must send the written notice to **The Insurer**. Within 30 working days from the date of receipt of such notice, **The Insurer** shall refund 70% of the premium corresponding to the remaining term of this **Policy**. **The Insurer** shall not refund any premium if an insured event has occurred prior to the termination of this **Policy**.
2. In the event that **The Insurer** unilaterally terminates the **Policy**, within 30 working days from the date of written notice to **The Policyholder/Insured**, **The Insurer** shall refund the premium corresponding to the remaining term of this **Policy**.

Article 10. Reduction of indemnity amount

At the time of the **Accident**, if the actual number of people on the **Vehicle** exceeds the number of seats with the paid premium as specified in the Schedule, the indemnity amount for each **Person(s) in Vehicle** shall be reduced proportionally between the number of covered seats of each **Vehicle** and the actual number of people on the **Vehicle**. In order to clarify, the number of seats with paid premium will not exceed the maximum number of seats as per the regulations in the Vehicle Technical Safety and Environmental Protection Inspection Certificate or the Vehicle Registration Certificate.

Article 11. Changes in Insured Risks

1. When there is a change in the factors used as the basis for premium calculation that results in a reduction of insured risks, **The Insurer** shall consider reducing the premium for the remaining insurance period. Upon receiving a written request for premium reduction from **The Policyholder**, **The Insurer** shall respond with its approval or rejection and specify the timeline for refunding the reduced premium, if applicable. In case **The Insurer** does not approve the premium reduction, **The Policyholder** shall have the right to unilaterally terminate the **Policy** in accordance with **Article 9** of this **Policy** wording.
2. When there is a change in the factors used as the basis for premium calculation that results in an increase in insured risks, **The Insurer** may recalculate the premium or decline to continue coverage under this Policy for the remaining insurance period if the insured risks increase. If **The Policyholder** does not accept to pay the additional premium, **The Insurer** may unilaterally terminate the **Policy** in accordance with **Article 9** of this **Policy** wording.

Article 12. Insurance for Multiple Vehicle under a Single Policy

In cases where multiple **Vehicle** are insured under a single **Policy**, the terms, conditions, and exclusions of this **Policy** shall apply to each insured **Vehicle** as if each had been issued a separate **Policy**.

If **The Policyholder** requests terminating **Policy** for some (but not all) **Vehicle** in a fleet insured under a single **Policy**, **The Insurer** may consider refunding the premium corresponding to the remaining insurance period of those specific **Vehicle**.

Article 13. Notification and Loss Mitigation

Upon the occurrence of a **Loss**, **The Policyholder** or **Vehicle Owner** shall:

1. Immediately notify **The Insurer** for coordination in handling the incident, actively take rescue measures, mitigate damage to health, life, and property, and preserve the accident scene. Simultaneously, notify the nearest police authority or local government (except in cases of force majeure).
2. Within ninety (90) days from the occurring date of the accident, **The Policyholder** or **Vehicle Owner** shall send a written or electronic notice of the accident to **The Insurer**.

Article 14. Claim dossier

1. The policyholder, the Insured, or the claimant shall provide the claim documentation, including:
 - a) Fully completed and signed claim form (according to the Insurer's the most updated form)
 - b) The Insurance Certificate and/or the Insurance Policy and any other written agreements (if applicable), along with the Identity Card/Citizen Identification Card/Passport of the **Person(s) in Vehicle**
 - c) The Vehicle's registration certificate and the driver's valid driving license
 - d) Copies certified by Local government or the Police in case of Accidents with the involvement in settlement of the Police, including
 - Minutes of on-site inspection (if any);
 - Layout of the accident scene, pictures (if any);

- Minutes of examination of the accident-related Vehicle (if any);
 - Preliminary notice of the results of initial investigation of the accident (if any);
 - Minutes of accident settlement (if any); Conclusions on accident investigation in writing (if any);
- e) Documents evidencing the bodily injury, including:
- Claim form completed by the injured person
 - Documents evidencing necessarily and reasonably medical expenses incurred including valid medical prescriptions, bills or invoices of purchasing the Medicine and Medical examination
 - Certificate of permanent disability issued by a registered disability assessment council (if any)
 - Labour accident report in case of a work related accident
- f) Effective judgements or decisions of the Court (if any)
- g) Documents related to determining the third party's liability in the event that the damage is linked to a third party's fault (if any)
- h) Necessary documents to transfer to the Insurer the right to recourse against the party causing damage to the Vehicle for which the Insured has been compensated by the Insurer (in case of recourse against third parties).
- i) Other documents to clarify/prove the aforementioned documents to assist the Insurer in verifying the claim when necessary
2. The form and method of providing documents and claim documents to the Insurer shall be specified in accordance with the Claim Handling Guideline which are published on the portal or e-commerce application of the Insurer at the time of the claim submission.
 3. If any claim documents, evidence are made originally in a foreign language, the Insurer may request and instruct the Insured to have such documents translated, notarized, certified, or legalized at the Insured's expense to ensure compliance with the law of Vietnam.
 4. The Insured may be required to undergo a medical examination upon the reasonable request of and at the expense of the Insurer whenever deemed necessary. The Insurer has the right to request an autopsy in the event of death if it does not violate applicable laws and regulations and/or does not affect any folk belief and customs.
 5. Right of recovery: In the event that the Insurer has paid or authorized payment of a claim which is not covered by the Policy or exceeds the total maximum limit per year of the Policy or in connection with a fraudulent claim, the Insurer reserves the right to recover such amount paid or overpaid from the Policyholder/the Insured

Article 15. Geographical limit

The Insurer shall only pay for any Injury and Medical Expenses incurred in connection with the **Person(s) in Vehicle** provided that such Injury and Medical Expenses are incurred within the territory of Vietnam

Article 16. Applicable Law

This Policy shall be interpreted and governed in accordance with the laws of Vietnam.

Article 17. Time Limits for Claim Submission, Complaints, and Statute of Limitations

1. The time limit for submitting an claim is one (01) year from the date **The Insured** event occurs. Any period during which a force majeure event or other external obstacle occurs shall not be counted toward this time limit.
2. The time limit for filing a complaint regarding **The Insurer's** claim decision is ninety (90) days from the date **The Insured** receives **The Insurer's** claim notification. After this period, **The Insurer** shall not be responsible for resolving the complaint.
3. The statute of limitations for initiating legal proceedings related to the **Policy** is three (03) years from the date the dispute arises under the contract.
4. All dispute arising from the **Policy** that cannot be resolved through negotiation between **The Insurer** and **The Insured/Policyholder** shall be referred to the dispute resolution forum specified in the **Schedule**.