

MOTORCYCLE PHYSICAL DAMAGE INSURANCE WORDING

(Issued in accordance with Decision No. 14/2026-QĐHN-TMIV dated 17th April, 2026 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 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 **The Motorcycle Owner** specified in this **Policy**.
4. **The Motorcycle Owner** : means the legal owner of the **Motorcycle**, or any individual or entity who has been lawfully authorized by the owner to possess and use the **Motorcycle**; or any individual or organization who is the actual owner of the **Motorcycle** under a valid **Motorcycle** purchase agreement, even if the **Motorcycle** has not yet been officially registered.
5. **Motorcycle** : including two-wheeled **Motorcycles**, three-wheeled **Motorcycles**, mopeds, electric motorbikes, and **Motorcycles** with structures similar to **Motorcycles**.
6. **Policy** : means the mutual agreement between **The Policyholder** and **The Insurer**, under which **The Policyholder** is obligated to pay the full 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).
7. **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 electronically via the website or online sales application for the purpose of establishing the **Policy**.
8. **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**.
9. **Endorsement** : means the integral and inseparable part of the **Policy**, issued by **The Insurer** to **The Policyholder** or **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.
10. **Deductible** : means the amount that **The Insured** has to bear for each and every **Loss** of **The Insured** automobile, as specified in the **Schedule**.
11. **Loss** : means a collision involving the insured Motorcycle, whether in motion or stationary, with another object, occurring as a single event and/or a series of events arising from the same cause at a traffic location, resulting in bodily injury or property damage beyond the reasonable control of **the Insured** or driver.
12. **Usage period** : the period calculated from the month the **Motorcycle** was first registered in Vietnam, or from January of the manufacturing year, up to the month the **Policy** is issued. For imported

used **Motorcycles**, the usage period is calculated from January of the manufacturing year to the month the **Policy** is issued.

Article 2. Period of Insurance

The insurance period start and end dates are specified in the **Schedule**.

Article 3. Sum Insured

1. Sum insured is the amount agreed upon by **The Policyholder** and **The Insurer** in the **Policy** to cover the **Motorcycle** upon **The Policyholder's** request. Sum insured shall not exceed the market value of the **Motorcycle**.
2. **The Insurer** shall determine the value of **The Insured Motorcycle** based on the market value in Vietnam or on the following basis:
 - 2.1. **For brand-new Motorcycle (100% new)**, the value of **The Insured Motorcycle** shall be the selling price published by domestic manufacturers in the Vietnamese market, or the import price inclusive of all taxes as prescribed by the State.
 - 2.2. **For used Motorcycle**, the value of **The Insured Motorcycle** shall be the market value. Market value is the selling price of a comparable **Motorcycle** of the same production year, manufacturer, model, mileage (km), and usage purpose offered for sale on the market at the time the **Motorcycle** value is determined.

Article 4. Scope of coverage

1. **The Insurer** shall indemnify **the Insured** for physical loss or damage to **Motorcycle** caused by the following cases:
 - 1.1. Sudden and unforeseen accidents beyond the control of **The Insured**, including:
 - a) Collision, impact (including collision with other objects), overturning, falling, sinking, falling of the **Motorcycle**, or being struck by falling objects;
 - b) Fire, conflagration, explosion; spontaneous ignition, or lightning strike;
 - c) Force majeure events caused by natural disasters, including: storm, flood, landslide, earthquake, hail, tsunami.
 - 1.2. Total theft or robbery of the entire **Motorcycle**, accompanied by the following related acts:
 - a) Acts of break-in, forced entry, or escape from the residence or premises using force;
 - b) Acts of robbery, assault, use of force, or threat of force;
 - c) Theft occurring at parking areas managed by schools, hospitals, government agencies, or at licensed public parking facilities or buildings with official parking tickets issued by authorized state agencies.
 - 1.3. Malicious acts or intentional vandalism not committed by **The Insured**, the driver, or any person with ownership, operational, or usage rights over the **Motorcycle**.
 - 1.4. Loss or damage to the **Motorcycle** during transportation by other means within the territory of Vietnam, excluding air transport. **The Insured Motorcycle** must be subject to appropriate safety measures for transportation as prescribed by law.
2. **The Insurer**, at its sole discretion, may compensate **The Insured** for any loss or physical damage to the **Motorcycle** either by cash payment, or by repairing, restoring, or replacing the **Motorcycle**, or any part, component, or spare part thereof. The liability of **the Insurer** shall not exceed the value of the damaged or lost part, nor the reasonable cost of reassembling such damaged or lost part. The Sum Insured stated by **The Insured** in the **Schedule** shall constitute the maximum amount payable by **The Insurer** for any claim arising from loss or damage.
3. **The Insurer** shall pay necessary and reasonable expenses incurred in connection with a covered loss for the following purposes:
 - 3.1. To protect and transport the damaged **Motorcycle** to the nearest repair facility, and for transportation costs within the territory of the country where the loss or damage occurred, provided that such costs shall not exceed **10% of the Sum Insured**.
 - 3.2. Assessment costs incurred to determine the cause and extent of the loss, provided that such assessment is conducted with the prior consent of **The Insurer**.

Article 5. Exclusions

The Insurer shall not be liable in the following cases:

1. Consequential loss or loss due to diminution in commercial value, natural wear and tear, mechanical or electrical breakdown or failure; or damage resulting from defects or further damage occurring during repair (including testing)
2. Damage to tires, labels, or logos, except where such damage occurs simultaneously and from the same cause as damage to other parts of the **Motorcycle** at the time of the accident..
3. Theft or loss of spare parts, components, or replacement equipment of the **Motorcycle** unless the entire **Motorcycle** is also stolen at the same time.
4. Engine are damaged (including internal combustion and electric engines) caused by operating the **Motorcycle** in flooded areas/roads or due to water ingress resulting in hydrostatic lock, except in cases where the **Motorcycle** is unexpectedly involved in an accident and falls into a pond, lake, river, or stream,etc causing engine damaged (unless otherwise agreed).

5. The **Motorcycle** enters prohibited roads or areas (including stopping or parking), drives in the wrong direction, makes a turn or U-turn where prohibited, runs a red light, or fails to comply with the instructions of a traffic officer; does not use or inadequately uses headlights as required; or reverses in a tunnel or on an expressway.
6. Transporting goods illegally or failing to comply fully with safety regulations for loading, unloading, and transporting goods (including cases where damage to the **Motorcycle** is caused by the shifting or impact of the cargo during transit, rather than by a collision, overturn, or accident).
7. The driver is found to have a blood alcohol concentration exceeding 50 milligrams/100 milliliters of blood or more than 0.25 milligrams/liter of breath; or is under the influence of drugs and other prohibited stimulants as prescribed by law.
8. Loss of the entire **Motorcycle** due to fraud or abuse of trust to appropriate the **Motorcycle** (rented or loaned **Motorcycle**), or seizure of the **Motorcycle** as collateral for debt recovery or legal disputes (unless otherwise agreed).
9. Damage to additional devices installed on the **Motorcycle** beyond the original manufacturer's specifications (unless otherwise agreed), and damage caused by such additional devices.
10. Losses occurring outside the territory of the Socialist Republic of Vietnam.
11. The driver does not have a Driving license or the driver's Driving license is inappropriate with respect to the type of **Motorcycle** for which Driving licenses are required. In cases where the driver has had their license temporarily or permanently revoked, they are also deemed to be driving without a Driving license.
12. Racing (legally or illegally); using **the insured Motorcycle** to tow another **vehicle** in contravention of legal regulations.
13. Any accident, loss, damage, or liability (except as may be required by applicable law) directly or indirectly, proximately or remotely, caused by, resulting from, arising out of, or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot, or civil commotion, or any consequence thereof and in the event of a claim, **The Insured** shall bear the burden of proving that the accident, loss, damage, or liability arose independently of, and was in no way connected with, contributed to by, or attributable to any of the aforementioned events or their consequences. Failing such proof, **The Insurer** shall not be liable to make any payment in respect of such claim.
14. Any amount that **The Insured** would otherwise have been entitled to recover from a third party, had there been no agreement between such party and **The Insured**.
15. Liability of any kind, whether directly or indirectly caused by, attributed to, arising from, or resulting from ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel. For the purposes of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
16. Any accident, loss, damage, or liability directly or indirectly caused by, attributed to, arising from, or resulting from nuclear weapon materials.

Article 6. Indemnity principles

1. Indemnification for Partial Loss :

- 1.1. **The Insurer** shall be responsible for paying reasonable actual costs to repair or replace (in cases where repair is not possible) the damaged parts, or to compensate **The Insured** in cash for **Losses** covered under the **Policy**. The compensation shall be determined based on the reasonable cost of repair or restoration, after applying the **Deductible** (if any).
- 1.2. Method for determining the indemnity amount:
 - a) In case the **Motorcycle** is underinsured, the indemnity shall be calculated according to the proportion of the Sum Insured and the market value of **the Insured Motorcycle** at the time of the **Policy** is issued.
 - b) In case the **Motorcycle** is insured at or above its actual market value, the indemnity shall be the reasonable expenses for restoring or repairing the damaged **Motorcycle**. The method for determining reasonable expenses for parts that require replacement with new ones shall be based on the actual replacement cost (without minus depreciation)
- 1.3. **The Insurer** shall indemnify the cost of repainting the entire **Motorcycle** if more than 50% of the painted area is damaged due to a covered Loss, in accordance with the indemnity principles specified in Clauses 1.2a and 1.2b, Article 6, of this **Policy** wording.

2. Indemnification for Total Loss:

The Insurer shall indemnify for total **Loss** in the event that the **Motorcycle** is damaged beyond 75% of its actual market value, or if the repair costs are equal to or exceed 75% of the **Motorcycle's** actual market value prior to the occurrence of **Loss**.

In cases where the police authority issues a decision to suspend investigation or criminal prosecution related to the theft or robbery of **The Insured Motorcycle**, **The Insurer** shall be responsible for considering total **Loss** indemnification after receiving an written response from the investigative police agency regarding **The Insurer's** official request.

The total **Loss** indemnity shall be equal to the market value of an **Motorcycle** of the same type and specifications at the time of the **Loss**, and shall not exceed the Sum Insured stated in the Certificate of Insurance or this **Policy**.

3. Recovery of Assets after indemnification

When **the Insurer** has paid the compensation for a partial or total **Loss**, or has replaced parts, the damaged parts or the entire **Motorcycle** become the property of **the Insurer**, specifically:

- 3.1 In the case of replacement with new parts, **The Insurer** shall recover the damaged parts that have been compensated for replacement (including cases where depreciation has been deducted).
- 3.2 In the case of a total **Loss**, after **the Insurer** has compensated for the entire **Motorcycle**, the full salvage value of the damaged **Motorcycle** shall belong to **the Insurer**. In cases of underinsurance, **The Insurer** will recover a portion of the salvage value proportional to the Sum Insured. Where **The Motorcycle Owner** requests to retain the totally damaged **Motorcycle**, **The Insurer** shall deduct from the total **Loss** indemnity an amount equivalent to the salvage value of the damaged **Motorcycle**, as appraised by **The Insurer**.
- 3.3 Where **The Insurer** has paid for a **Loss** due to theft or robbery and the **Motorcycle** is subsequently recovered, **The Insurer** shall take possession of the recovered **Motorcycle**.

Article 7. Deductible

1. The **Deductible** is defined in Article 1 of this **Policy**.
2. Unless otherwise agreed and stated in the **Policy** or Certificate of Insurance, **The Insurer** shall apply a **Deductible** of VND 500,000 (five hundred thousand Vietnamese Dong) for each and every **Loss**.

Article 8. Subrogation

In the event that a **Loss** involves the liability of a third party, **The Policyholder** or **Motorcycle** Owner shall comply with the instructions of **The Insurer** to preserve the right of claim and transfer the right of recovery to **The Insurer**, along with all relevant documents, evidence, and necessary materials. **The Policyholder** or **Motorcycle** Owner shall also cooperate closely with **The Insurer** in pursuing recovery from the third party within the scope of the amount that has been or will be indemnified by **The Insurer**.

Article 9. Indemnity reduction

1. The Insurer shall reduce the indemnity amount proportionally in the following cases:

- 1.1. 10% reduction of the indemnity shall apply in the following cases:
 - a) **The Insured** fails to notify **The Insurer** of the **Loss** within five (05) days from the date of occurrence (except in cases of force majeure or where the damage has already been assessed by **The Insurer** within this period);
 - b) **The Insured** or the Driver fails to take adequate measures to rescue, mitigate damage to persons and property, or preserve the accident scene, except in cases where relocation is required for safety reasons or as required by competent authorities.
- 1.2. 25% reduction of the indemnity shall apply in the following cases:
 - a) **The Insured** or the Driver intentionally dismantles or repairs the property without **The Insurer's** prior consent (except where necessary for safety, damage prevention, or as required by competent authorities);
 - b) **The Insured** or the Driver exceeds the permitted speed limit by 20% or more, as confirmed in writing by competent authorities.
- 1.3. Reduction of up to 70% of the indemnity shall apply depending on the degree of fault of **The Insured** or the Driver in the following cases:
 - a) **The Insured** fails to preserve the right of claim and transfer the right of recovery to **The Insurer**, fails to provide all relevant documents and evidence, does not cooperate with **The Insurer** in pursuing third-party recovery, or independently settles with the third party to the detriment of **The Insurer**;
 - b) **The Insured** provides false or dishonest information, documents, or evidence in the claim file, or fails to facilitate **The Insurer's** verification of such information, documents and evidence.
- 1.4. A proportional reduction of the indemnity based on the ratio between the actual premium paid and the premium payable shall apply in the following cases:
 - a) **The Insured** provided incorrect information in the **Proposal Form**, failing to declare the actual intended use of the **Motorcycle**, resulting in an underpayment of the insurance premium compared to the prescribed rate,;
 - b) **The Insured** fails to notify **The Insurer** of any increase in insured risk requiring additional premium (e.g., change of use, modification, or upgrade increasing the value of the **Motorcycle**).

2. Principle of Indemnity Reduction

Where **The Insured** is subject to multiple indemnity reductions at different rates due to various violations, **The Insurer** shall apply only one reduction at the highest applicable reduction rate.

Article 10. 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 11. Full or Partial Transfer of Benefits and Obligations

When there is a change in ownership of **The Insured Motorcycle**, **The Insured** may propose to fully or partially transfer the benefits and obligations under this **Policy** to the new owner by submitting a written request to **The Insurer** no later than 15 days from the date of ownership transfer. **The Insurer** reserves the right to approve or reject such proposal.

If **The Insurer** approves the transfer, the **Policy** shall be deemed transferred to the new owner of the **Motorcycle** from the date the ownership transfer takes effect.

If **The Insurer** does not approve the transfer, it shall notify **The Insured** within 7 days from the date of receiving a valid request. **The Insurer** shall refund the premium for the remaining period in accordance with Article 10 of this **Policy**.

Article 12. 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 10** 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 10 of this **Policy** wording.

Article 13. Insurance for Multiple Motorcycles under a Single Policy

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

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

Article 14. Notification and Loss Mitigation

Upon the occurrence of a **Loss**, **The Policyholder** or **Motorcycle 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. Not move, dismantle, or repair the damaged property without **The Insurer's** prior consent; except where necessary to ensure safety, prevent or mitigate damage to persons and property, or as required by competent authorities.
3. Within five (05) working days from the date of the accident (except in cases of force majeure), **The Policyholder** or **Motorcycle Owner** shall send a written or electronic notice of the accident to **The Insurer**.

Article 15. Loss survey

1. Upon the occurrence of an insured event, **The Insurer** or a person authorized by **The Insurer** shall conduct a survey of the property damage in the presence of **The Insured**, relevant parties, or their legal representatives to determine the cause and extent of the **Loss**. The survey results shall be documented in writing and signed by all concerned parties. **The Insurer** shall bear the cost of the survey.
2. If **the Insured** disagrees with the cause or extent of the damage as determined by **the Insurer**, both parties shall agree to appoint an independent **Loss** adjustor to conduct the survey.
3. If the independent **Loss** adjustor's conclusion differs from that of **the Insurer**, **the Insurer** shall bear the cost of the independent survey. If the conclusions are consistent with **The Insurer's** conclusion, **The Insured** shall bear the cost.
4. In special cases where **the Insurer** is unable to conduct the survey, **the Insurer** shall guide **the Insured** or the driver to collect sufficient information regarding the cause, development of the event, extent of the damage, along with supporting documents, photographs, and other relevant materials to serve as the basis for indemnity determination.

Article 16. Claim Dossiers

For each specific case, the claim dossier shall include one or more of the following documents:

1. Documents provided by The Policyholder, Motorcycle Owner:

- 1.1. Notice of **Loss** and claim form (as per **The Insurer's** template).
- 1.2. Documents related to the **Motorcycle** and the driver (copies certified by competent authorities or photocopies certified by **The Insurer's** staff after comparison with originals), including:
 - a) Insurance certificate and/or insurance contract and other written agreements (if any);
 - b) **Motorcycle** registration certificate and valid driving license of the driver of the damaged **Motorcycle**;
 - c) Documents related to the purchase, sale, transfer, donation, or authorization to use the **Motorcycle** (if any);
 - d) Valid certificate of technical safety and environmental protection for road motor **Motorcycles** (except for **Motorcycles** in temporary circulation with approval documents from competent authorities or operating during the initial registration and inspection process in Vietnam).
- 1.3. Documents proving property damage, including:
 - a) Valid invoices and vouchers for repair or replacement of damaged property;
 - b) Documents proving necessary and reasonable expenses incurred by **The Insured** to mitigate **Losses** or to follow **The Insurer's** instructions.
- 1.4. Documents necessary to transfer the right to **The Insurer** to claim compensation from the third party who caused damage to **the insured Motorcycle**, for which **the Insured** has been compensated by **the Insurer (in the case of claiming from a third party)**.
- 1.5. In case of total theft or robbery of the **Motorcycle**:
 - Report of theft or robbery filed with the police, with police confirmation;
 - Declaration of lost documents and materials related to the stolen/robbed **Motorcycle** that were inside the **Motorcycle**, with police confirmation (if any).

2. Documents collected by The Insurer in coordination with The Insured:

- 2.1. Certified copies from the police in case of accidents involving police resolution, including:
 - a) On-site inspection report (if any);
 - b) Accident scene diagram and photos (if any);
 - c) **Motorcycle** inspection report related to the accident (if any);
 - d) Preliminary notice of initial investigation results (if any);
 - e) Accident resolution report (if any); Written conclusion of accident investigation (if any);
 - 2.2. Documents related to third-party liability (if any);
 - 2.3. Damage assessment report agreed upon by both parties;
 - 2.4. In case of total theft or robbery of the **Motorcycle**:
 - Decision to prosecute and investigate the criminal case (if any) related to theft, robbery of the insured **Motorcycle**;
 - Decision to suspend investigation or prosecution of the criminal case related to the theft or robbery of **the insured Motorcycle** (if any);
3. Other relevant documents (if any).

Article 17. Double Insurance

Double insurance is the case in which **The Policyholder** concludes the insurance contract with two or more insurance enterprises to cover the same insured object, with the same insurance conditions and insured event. The claim settlement shall be implemented in the following principles:

1. For overlapping conditions of insurance contracts/insurance certificates: **The Insurer** shall only be responsible for compensating in proportion to the ratio of the agreed Sum Insured or limit of liability on the total sum insured or limit of liability of all contracts that **The Insured** has entered into.
2. For different conditions of insurance contracts/insurance certificates: **The Insurer** is responsible for compensating under each insurance contract.

In all cases, the total indemnity amount of each insurance certificate/insurance contract does not exceed the actual **Loss**.

Article 18. Time Limits for Claim Submission, Complaints, and Statute of Limitations

1. The time limit for submitting an claim is 01 year from the date **The Insured** event occurs. Any period during which a force majeure event or other objective 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. Any 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**.

Article 19. Geographical Scope

The geographical scope of this **Policy** is the territory of the Socialist Republic of Vietnam.

Article 20. Governing Law

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