

FLEXI HOME PACKAGE INSURANCE

(Issued in accordance with Decision No.73/2018-QĐHN- dated 01 December, 2018 by General Director of Tokio Marine Insurance Vietnam Company Limited)

This Policy is a legal contract between the Policyholder and Tokio Marine Insurance Vietnam Company Limited. The Proposal form, Policy Schedule and Policy wording make one document and must be read together

This Policy is based on the information that the Policyholder provided in the Proposal form when applying for the insurance.

This Policy witnesses that in consideration of the Policyholder having paid the premium, the Insurer will cover the Insured interest under the Sections specified as operative in the Policy Schedule during the Insurance Period and accordingly, We will indemnify the Insured in respect of insured events occurring during the Insurance Period in the manner and to the extent set forth in the Policy provided that all the terms, conditions and exceptions of this Policy insofar as they relate to anything to be done or complied with by the Insured and the Policyholder have been met.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

DEFINITION

1. Proposal form

It means any proposal form in which the Policyholder fills up the questionnaires, declarations, written statements and any information in addition thereto supplied to Us.

2. Policy

It means the Proposal form, Policy Schedule, Policy wording and any endorsements. Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.

3. Schedule

It means the document which provides details of the coverage and limits of the Sum Insured that the Insured have.

4. Endorsement

It means any alteration made to the Policy, which has been agreed to by Us in writing.

5. We/ Our/ Us

It means Tokio Marine Insurance Vietnam Company Limited

6. You/Your

It means the person(s) named on the Schedule as the Insured.

7. Your Family

It means Your spouse, children, parents and/or other relatives normally living with You in Your Home on a permanent basis.

8. Policyholder

It means person or organization entered into the Insurance Contract with Us and responsible for paying the premiums.

9. Sum Insured

It means the maximum monetary amounts for which each type of cover is insured as shown on the Schedule

10. Insured Property

It means any property to be covered under this Policy and as shown in the Schedule and/or its attachment.

11. Market Value

It means the replacement value of Insured Property or item as new at the time of loss or damage less due allowance for betterment, wear and tear and/or depreciation or the value which can be realized from the market for such Insured Property immediately before the occurrence of damage, whichever is lower.

12. Accident

It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

13. Deductible

It means the first part of any claim for which You are responsible. Any Sum Insured/ Limit will apply after the Deductible has been deducted.

- 14. Home**

It means the private dwelling named in the Schedule and its garages, outbuildings, and water/ oil/ gas tanks used for domestic purposes within the boundaries of the land belonging to it or the apartment owned or rented by You.
- 15. Money**

It means cash and coins in current use, bank and currency notes, cheques, postal orders, saving, certificates or bonds, current postage stamps which are not part of a collection.
- 16. Valuables**

It means antiques (other than furniture), any articles of gold, silver and other precious metal, jewelry, items containing precious stones or pearls, watches and clocks, furs.
- 17. Personal Effects**

It means articles excluding Money and Valuables, which are normally worn or carried about by You or Your Family in everyday life.
- 18. Documents**

It means patterns, models, moulds, designs, plans, deeds, printed books and unused stationary, computer systems, records, manuscripts, any other documents including securities and stock certificates but only for costs of material and clerical labour including application money, fees, stamps as statutorily required as well as cost of professional accountant, architects, or lawyer so utilised expended in reproducing such records and not for value to You of the information contained therein.
- 19. Unoccupied**

It means not lived in by You, Your Family, Your Domestic Employee or any other person authorized by You at the Your Home.
- 20. Geographical Limits**

It means within Vietnam territory, unless otherwise specified in Schedule.
- 21. Insurance Period**

It means the period commencing from the effective date and hour as shown in the Schedule and terminating on the expiry date as shown in the Schedule.
- 22. Portable item**

It means electric or electronic items/machine or equipment which is light and small enough to be easily carried or moved including but not limited to video equipment, laptop, digital camera, music player, mobile phone, portable video games, etc., and similar electronic items.
- 23. Property Damage**

It means Physical damage to, or destruction of, tangible property;
- 24. Domestic Employee**

It means a person directly employed by You to carry out domestic duties associated with the maintenance or use of Your Home. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with Your business.

GENERAL CONDITIONS

(These apply to the whole Policy)

- 1. ENTIRE CONTRACT**

The Proposal form, Policy Schedule, Policy wording, Endorsements, and any attached papers together with other statement in writing will be read together as one insurance contract. In the event of a conflict, the terms, conditions or provisions of the Schedule attached will prevail.

No agent has the authority to change or waive any provisions of the Policy. No change of provisions will be valid unless approved by Us and such approval has been endorsed into the Policy.
- 2. REASONABLE PRECAUTION AND CARE OF INSURED PROPERTY**

You shall take all reasonable precautions for safety and soundness of Insured Property and to prevent injury, illness, disease, loss or damage in order to minimize claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall also comply with all statutory requirements or other regulations and will employ only competent Domestic employees.

You must maintain the Insured Property in a state of good repair.
- 3. NOTICE**

You will give every notice and communication in writing to Our office through which this Insurance is effected.

4. MISDESCRIPTION

In the event of misrepresentation, mis-description or concealment/ non-disclosure of any material information by the Insured, the Insurer may, at its own discretion, unilaterally suspend this Policy and retain premium in proportion to the period of the date of suspension as penalty.

5. CHANGE IN CIRCUMSTANCES

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your Family, Your Domestic Employees and/or Your Home which may affect the Insurance cover provided e.g. change of address, period of un-occupancy in the building insured or containing the Insured Property for more than 30 days, You or Your Family intend to let or sub-let the Your Home, Your Home is used for business purposes other than private residential purposes, etc., You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of damage or accident is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease automatically.

6. CLAIM PROCEDURE AND REQUIREMENT

An event, which might become a claim under the Policy, must be reported to Us as soon as possible but not later than 14 days from the date You are aware of or reported of the event. A written statement of the claim will be required and a claim form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at the expenses of the Insured along with particulars of other insurances covering the same risk must be delivered to Us within 45 days of date of damage.

The police must be informed of any theft, attempted theft or damage caused by rioters, strikers, malicious persons or vandals or of any other criminal act. You shall also take practicable steps to apprehend the guilty person and recover the Insured Property lost.

If any person is claiming against You, Your Family or Your Domestic Employee, every letter, claim writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You, Your Family or any person on Your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without the Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

You are required to give Us all the co-operation We need to investigate Your claim, including evidence of the value of the items involved in a claim as well as any other relevant information and documents We may reasonably require.

In the event of a claim under Personal Accident Section, You or Your personal representative must give immediate written notice within 14 days of occurrence of injury/ death. All certificates, information and evidences from a medical practitioner or otherwise required by Us shall be furnished by You or Your personal representative/ assignee in the manner and form as We may prescribe. In such claims, the Insured Person will allow Our medical representative to carry out examination if and when We may reasonably require.

7. CLAIM CONTROL

- a. You, your Family or your Domestic Employee must not dispose of damaged Insured Property before We has had a chance to inspect them.
- b. We are entitled to:
 - enter any Building where damage has occurred and take possession of the Building or any property of the Building and deal with salvage, but this does not mean that property can be abandoned to Us.
 - receive all necessary information, proof of damage and assistance from You and from any other person seeking benefit under this Policy.
 - take over and conduct in Your name or any person seeking benefit under this Policy, defence or settlement of any claim.
 - take proceedings at Our own expenses and for Our own benefit, but in Your name or any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.
- c. No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our prior written consent.

8. MORTGAGE CLAUSE

Loss, if any, under this policy shall be payable to bank, institution or firm specified in the schedule as mortgagees or assignees of mortgagee interest to the extent of their interest.

It is hereby agreed that in the event of loss or damage We will pay the mortgagees or said assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the mortgagees or said assignees only shall not be invalidated by any act or neglect of the mortgagor or owner of the Property Insured, nor by anything whereby the risk increased being done to, upon or in any Building hereby insured without the knowledge of the mortgagees or said assignees provided always that the mortgagees or said assignees shall notify Us of any change of ownership or alteration or increase of hazard not permitted by this Policy so soon as any such change,

after at be or increase shall come to their knowledge and on demand shall pay to Us the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever We shall pay the mortgagees or said assignees any sum for loss or damage under this Policy and shall claim that as to the mortgagor or owner no liability therefore existed Us shall at once be legally subrogated to all rights of the mortgagees or said assignees to the extent of such payment and the mortgagees or said assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by Us for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the mortgagees or said assignees to recover the full amount of their claim.

Provided that as between Us and the mortgagor or owner of the Property Insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of or prejudice or affect any rights which We may have against the mortgagor or owner of the Property Insured or lessen any obligations which may be imposed on the mortgagor or owner of the Property Insured either by or under this Policy or by law and such rights and obligations shall as between Us and the mortgagor or owner of the Property Insured remain in full force and effect.

We reserve the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the mortgagees or said assignees for 10 days after notice to the mortgagees or said assignees of such cancellation and shall then cease and We shall have the right on like notice to cancel this Policy.

9. SUBROGATION

Any claimant under this Policy shall, at Our expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

10. FRAUDULENT CLAIMS

If a claim is fraudulent on account of fraudulent means or action used by You, Your Family, or Your employee, we may make this Policy suspended from the date of fraudulent act and reject any fraudulent claims. We are entitled to recover from You the amount of any fraudulent claim already paid under this Policy since the start date of Insurance Period and retain premium in proportion to the period up to the date of suspension as penalty.

11. CONTRIBUTION

If, when any claim arises, there is any other insurance covering the same matter (property, interest, cost), You must provide Us with full details of such Insurance, We will pay only Our ratable proportion. This Condition does not apply to Section 3 (Personal Accident).

12. UNDER-INSURANCE

In respect of the Building, if the property hereby insured shall, at the commencement of any Damage, be collectively of greater value than the Sum Insured thereon, then You shall be considered as being your own insurer for the difference between the Sum insured and the full value of the property insured and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this policy shall be separately subject to this condition.

13. CANCELLATION

We may cancel this Policy by sending 15 (fifteen) days' notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation.

You may cancel this Policy by sending 15 (fifteen) days notice in writing to Us by recorded delivery to Our address. We will then allow a refund after retaining the premium based on following short period table, but in all case, We shall retain a minimum of VND562,500 from paid premiums.

Period of Cover up to	Annual Premium Rate (%)
15 days	10%
1 months	15%
2 months	30%
3 months	40%
4 months	50%

5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Exceeding 9 months	100%

This refund of premium is subject to the condition that no claim has been referred to Us

14. DISCLAIMER CLAUSE

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 36 months or other specific period as stipulated by applicable laws in effect from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

15. REINSTATEMENT OF SUM INSURED

The Sum(s) Insured under Section 1 & 2 shall not be reduced by the amount of any damage but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Insurance Period shall be payable by You. The additional premium referred herein above shall be deducted from net claim amount payable under the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of damage in case You immediately on occurrence of the damage exercise Your option not to reinstate the Sum Insured as above.

No sum payable under this Policy shall carry any interest/ penalty.

16. GEOGRAPHICAL LIMIT AND GOVERNANCE LAWS:

The Geographical Limit of this Policy will be Vietnam except for Section 3 (Personal Accident), where Geographical Limit will be worldwide. However, all claims shall be settled in Vietnam. The provision of this Policy shall be governed by the laws of Vietnam for the time being in force.

17. WARRANTY

It is warranted that:

- a. Our liability in respect of any item specified in the Policy Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by on Our behalf.
- b. Whenever Your Home is left Unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your Home shall be either removed from there or handed over to Your authorized person (including security guard). It is provided that breach of this warranty shall not be a bar to any claim for loss or damage caused other than by burglary.
- c. The Building containing or constituting Your Home is:
 - maintained in a good and substantial state of repair
 - occupied by You or other persons approved by you for residential purposes or providing professional service and not as a manufacturing unit, warehouse or office

18. INFORMATION DISCLOSURE

- a. We are committed to protecting the privacy of You, Your Family and any Insured Person by keeping Personal Information confidentially. In this Policy, "Personal Information" means any information used to identify and/or relate to You, Your Family and any Insured Person (e.g. name, date of birth, address).
- b. By providing Personal Information, You give permission for its use as described below. If you provide Personal Information about another individual, You confirm that you are authorized or consent to provide it for use as described below.
- c. We may use Personal Information for the following purposes:
 - Insurance administration, e.g. communications, claims processing & payment;
 - Decision-making on provision of insurance coverage;

- Prevention, detection and investigation of crime, e.g. fraud, money laundering;
 - Statistical analysis, audit, compliance, investigation and inspection purposes and handling regulatory/governmental enquiries;
 - Carrying out market research and marketing campaigns in relation to other insurance, and/or financial products and/or services that may be of interest to you.
- d. Sharing of Personal Information: for the above purposes, Personal Information may be shared with the following entities:
- Our Group Companies;
 - Our (or Our Group Companies') contractors/sub-contractors, reinsurers, brokers, agents, loss adjuster, auditor; and
 - Governmental or regulatory authorities, industry associations, courts, other alternative dispute resolution forums.

GENERAL EXCLUSIONS

(What Is Not Covered by the whole Policy)

We will not be liable for:

1. WAR RISK

Damage and/or liability as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, civil commotion or loot or pillage in connection therewith.

2. CONFISCATION

Any damage and/or liability due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

3. NUCLEAR RISK

Any damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from -

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

4. WEAR AND TEAR

Damage caused by wear and tear, depreciation and/or gradual deterioration.

5. CONSEQUENTIAL LOSS

Consequential loss of any kind or description including any reduction of market value or beyond the cost of repair or replacement

6. EXISTING DAMAGE

Any damage, injury, accident, liability, disease or illness occurring before inception date of the Insurance Period under the Policy

7. MATCHING OF ITEMS

The cost of repair or replacement of any undamaged or unbroken items or part of item forming part of a set, suits or other article of uniform nature, colour or design (including area of carpet) when damage or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

8. TERRORISM DAMAGE

Any damage and/or liability as a consequence of an act of Terrorism or act by Terrorist as well as action taken to control/ prevent/ suppress Terrorism or act by Terrorists. For the purpose of this Exclusion, an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or put the public, or any section of the public in fear. The Policy also excludes loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism.

SECTION 1 – 2 (BASIC COVER)
BUILDING AND CONTENTS

I. PROPERTY INSURED:

Section 1: Building

COVERAGE	EXCLUSIONS
<p>1. All permanently fixed onto the ground or belonging to Your Home for domestic purposes:</p> <ul style="list-style-type: none"> - Boundary walls - Swimming Pools - Hard courts - Garages - Terraces - Plinth and foundations. - Fences, hedges and gates - Fixtures, fittings and decoration <p>2. Out Buildings: Building sheds, greenhouses, summer houses and other Buildings which do not form part of the main Building of your home and are used for domestic purposes.</p> <p>These must all be at the address shown on the Policy Schedule.</p>	<ul style="list-style-type: none"> - Any temporarily fixed property not used for domestic purpose; - Aerials or satellite dish receiving equipment; - Any home used for any trade, professional or business purposes; - Caravans, motor homes, Mobile homes - Kutcha construction; - Building or structures in the course of demolition, construction or erection and materials or supplies in connection therewith; - Trees, plants, shrubs or growing matters.

Section 2: Contents

COVERAGE	EXCLUSIONS
<ol style="list-style-type: none"> 1. Furniture items (sofa set, dining table, dressing table, showcase, decorative pieces, beds, and other such items). 2. Tenant's interior decoration, fixtures & fittings. 3. Air conditioners, refrigerators, washing machines, audio equipment & other electrical/ mechanical appliances, fixed video equipment, television equipment. 4. Portable items only when these are in Your Home and caused by perils insured 5. Clothing. 6. Kitchenware, cutlery, crockery. 7. Miscellaneous items (toys, linens, curtains, carpets, books, boxes, suitcase, cassettes and discs, pedal cycles). 8. Paintings, ceramic, fine arts, and other decorative items. 9. Any other household items. 10. Personal Effects. 	<ol style="list-style-type: none"> 1. Articles of hazardous nature, including explosives. 2. Air or water craft, motor vehicles (other than domestic gardening equipment) caravans, trailers whether licensed for road use or otherwise or parts and accessories on or in any of them. 3. Portable items when these are not in Your Home and not caused by Perils Insured 4. Livestock or pets or any other living creature. 5. Trees, plants, shrubs or growing matters in-house. 6. Money or Documents, stamps, bullions, or precious stones, jewelry and similar valuables 7. Glasses, contact lens, watch, golden or silver teeth, artificial eye, artificial limb, denture, medical support equipment. 8. Antiques, collectable items

II. PERILS INSURED

We will indemnify You against such loss or damage to Property insured at Your Home directly caused by:

1. Fire, explosion, thunder and lightning
2. Natural Perils: Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
3. Overflowing of water from water tanks, pipes, or automatic sprinkler system;

4. Impact damage by:
 - a. any rail/ road vehicle or animal by direct contact
 - b. falling trees, telegraph/electric poles, pylons or lamppost or any part of them.
5. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, housebreaking, burglary and robbery.
6. Others damage by:
 - a. Riot, Strike and Malicious damage: Visible physical damage by external violent means directly caused to the property insured.
 - b. Pollution or contamination which results from fire, lightning, explosion, earthquake peril mentioned under Items 1 to 4 above.
 - c. Breakage, collapse and/or falling of television or radio aerials, external satellite dishes, aerial fittings and masts caused by insured perils named in this Policy.
 - d. Damage resulting from action of civil authorities in attempting to prevent the spread of a fire.

But We will not be liable for:

1. Damage caused to the Property Insured by:
 - a. Its own fermentation, natural heating or spontaneous combustion.
 - b. Its undergoing any heating or drying process.
2. Damage to boilers (other than domestic boilers), economisers or other vessel machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion or damages caused by centrifugal force.
3. Damages caused by:
 - a. subsidence, ground heave or landslip including Rockslide
 - b. Normal cracking, settlement or bedding of new structures.
 - c. Settlement or movement of made up ground
 - d. Coastal or river erosion.
 - e. Defective design or workmanship or use of defective material.
 - f. Demolition, construction, structural alteration or repair of any property or ground work or excavation.
4. Damage by pets
5. Damage caused by theft and/or larceny without use of force/ violence.
6. Damage caused by theft or attempted theft by You or any member of Your Family whether as principal or accessory.
7. Damages caused to the Insured Property by pollution or contamination (other than what is specifically covered).
8. Damage caused as a result of felling or lopping of trees by You or on Your behalf.
9. Damage to any electrical/ electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
10. Damages caused by:
 - a. Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind.
 - b. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.
11. Damage to property insured if removed from any building or premises which it is herein stated to be insured.
12. Damage caused whilst Your Home remains Unoccupied for more than 30 days in continuation.
13. Expenses necessarily incurred by You on architect, surveyor and consulting engineer's fees and Debris Removal following damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
14. Any type of loss or damage to property caused other than by the Perils Insured mentioned in this Policy.

DEDUCTIBLE (any one Accident): As specified on the Policy Schedule

SPECIAL PROVISIONS

1. LIMIT OF LIABILITY

The maximum amount of Our liability for any one damage during the Insurance Period shall be restricted in aggregate to the Sum Insured specified in the Schedule. This is irrespective of the actual value at risk in respect of the Insured Property at the time of Damage.

2. CLAIM SETTLEMENT

In the event of damage to property insured, We will indemnify You by payment or at Our option by repair, replacement or reinstatement. In case of reinstatement or replacement, We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If We so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of Building or otherwise, We shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property, if the same could lawfully be reinstated to its former condition.

3. BASIS OF CLAIM SETTLEMENT

In the event of damage to the property insured by insured perils during the Policy Period, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, less due allowance for wear and tear and depreciation. The basis of claim settlement will be the Market Value of the Insured Property at the time of its damage.

For damaged/lost items which The Insured cannot show evidence or supporting documents such as vouchers, invoices, warranty cards, etc., the maximum of settlement amount will be as follows provided that Our total aggregate liability will not exceed VND67,500,000 for such items any one Accident.

Property insured	Sub-limit for any one item	which does not exceed any one set/all items
a. Furniture items (Sofa set, dining table, dressing table, showcase, decorative pieces, beds and other such items)	VND1,125,000	VND11,250,000
b. Tenant's interior decoration, fixtures & fittings	VND1,125,000	VND11,250,000
c. Air conditioners, refrigerators, washing machines, audio equipment & other electrical / mechanical appliances, video equipment, television equipment	VND11,250,000	
d. Laptop	VND22,500,000	VND22,500,000
e. Other portable items	VND4,500,000	VND4,500,000
f. Clothing	VND1,125,000	VND2,250,000
g. Kitchenware, cutlery, crockery	VND450,000	VND4,500,000
h. Miscellaneous items (Toys, Linens, Curtains, Carpets, Boxes, Suitcase, Cassettes and Discs, Pedal Cycles)	VND1,125,000	VND4,500,000
i. Paintings, fine arts, ceramics and other decorative items	VND11,250,000	VND11,250,000
j. Any other household items	VND450,000	VND2,250,000
k. Personal Effects	VND2,250,000	VND11,250,000 (a.o.a)

OTHER CONDITIONS

- All insurances under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured Building or part thereof or of the whole or any part of any range of Buildings or of any structure of which such Building forms a part, provided such a fall or displacement is not caused by insured perils, damage which is covered by this Policy or would be covered if such Building, range of Buildings or structure were insured under this Policy.

However, We may agree to continue the insurance subject to revised premiums, terms and conditions provided that We have been given a written notice within 07 (seven) days of such fall or displacement of the Building.

2. The insurance under this Section does not cover any damage to the property which at the time of happening of such damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
3. At the time of requesting for insurance, You are required to:
 - Declare the content item(s) which Market Value exceeds VND22,500,000. content item(s) with value exceeding VND22,500,000 and not declared to us, shall not be considered to be covered under this Policy.
 - Contents item(s) under VND 22,500,000 is not necessary to be declared.

SECTION 3 (OPTIONAL COVER)
PERSONAL ACCIDENT

DEFINITION

1. Insured Person

It means You or any member of Your Family at Your Home aged between 5 years and 70 years, named in the Schedule relating to this Section of the Policy.

2. Bodily Injury

It means accidental identifiable physical injury to the body that results from a covered loss which is solely and directly caused by Accident, and which is not intentionally self-inflicted and does not result from sickness or disease. This definition includes accidental bodily injury resulting from exposure to elements of the cause.

3. Loss of Limbs

It means physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

4. Permanent Total Disablement

The bodily injury which as its direct consequence immediately or in foreseeable future will prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.

5. Capital Sum

It means a maximum lump-sum benefit paid to the Insured or its lawful heirs upon occurrence of death or Permanent Disablement of the Insured.

6. Limit of liability

The maximum amount of Our liability per one Accident for the whole Family during the Insurance Period shall be Sum Insured specified in the Schedule.

COVERAGE	EXCLUSIONS
<p>We shall pay to You or Your lawful heirs:</p> <ul style="list-style-type: none"> - Bodily injury which solely and directly causes Insured Person's death or Permanent Total Disablement within 12 months of injury as stated in Table of Benefits; - Medical expenses incurred for the Bodily Injury up to 10% of the Sum Insured per person. 	<ol style="list-style-type: none"> 1. We shall not be liable for: <ol style="list-style-type: none"> a. any specific part of Result B (Permanent Loss or Disablement) where greater Compensation is payable for another part of Result B which includes that specific Result, b. Result A (death) in addition to any Result B (permanent loss or disablement) if caused by the same Injury, except that if a payment has been made under any part of Result B and death occurs subsequently solely caused by and within 104 weeks of the Injury then in the event that the Compensation payable for Result A is greater than has been paid for Result B we will pay the difference; c. more than 100 % of the Capital Sum for Result A or Result B (whichever is the higher) during Insurance Period in aggregate for any or all of Results for any one Insured Person, d. Result B1 until one year after the happening of the Injury. 2. Nothing will be payable for Result C if there is any other insurance in force or if you or the Insured Person are

	<p>entitled to indemnity from any other source, provided that we shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.</p> <p>3. We will not pay for:</p> <p>Death or injury as a direct consequence of:</p> <ol style="list-style-type: none"> a. Committing or attempting suicide or intentional self-injury. b. Using or Being under the influence of intoxicating liquor or drugs. c. Engaging in aviation other than travelling as a passenger in any duly licensed standard type of aircraft anywhere in the world. d. Pregnancy or childbirth. e. Committing any breach of law with criminal intent. <p>4. Injury caused by the Insured Person engaging in or practicing for:</p> <ol style="list-style-type: none"> a. parachuting b. hang gliding c. any kind of race (other than on foot) or trial of speed or reliability d. potholing, mountaineering or rock climbing necessitating the use of guides or ropes e. underwater activities necessitating the use of compressed air or gas. f. any kind of sport as professional
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TABLE OF BENEFITS

	Results	Compensation
A.	Death	The Capital Sum specified in the Schedule.
B.	Permanent loss or disablement as specified below	A sum equal to a percentage of the Capital Sum specified in the Schedule. The percentage payable is shown below against each Result:
1.	Total and permanent disablement	100%
2.	Total and permanent loss of all sight in one or both eyes	100%
3.	Total loss by physical severance or total and permanent loss of use of: a) one or two limbs b) one or two hands c) arm above the elbow d) arm at or below the elbow e) leg above the knee f) leg at or below the knee	100%
4.	Total and permanent loss of: a) sight in one eye except perception of light b) lens of one eye	50%

5.	Total loss by physical severance or total and permanent loss of use of: a) thumb and four fingers of one hand b) four fingers of one hand c) thumb (two phalanges) d) thumb (one phalanx) e) index finger (three phalanges) f) index finger (two phalanges) g) index finger (one phalanx) h) middle finger (three phalanges) i) middle finger (two phalanges) j) middle finger (one phalanx) k) ring finger (three phalanges) l) ring finger (two phalanges) m) ring finger (one phalanx) n) little finger (three phalanges) o) little finger (two phalanges) p) little finger (one phalanx) q) all toes of one foot r) great toe (two phalanges) s) great toe (one phalanx) t) any other toe	50% 40% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 3% 2% 17% 5% 2% 3%
6.	Total and permanent loss of: a) hearing in two ears b) hearing in one ear c) speech	75% 15% 50%
7.	Any permanent partial disablement not specified above other than loss of sense of taste or smell	Such percentage to be assessed by Us as in the opinion of Our advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation
C.	Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 104 weeks of the happening of the Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.	10% of Capital Sum

SECTION 4 (OPTIONAL COVER)
PUBLIC LIABILITY

COVERAGE	EXCLUSIONS
We will indemnify You or Your Family against all sums for which you may be legally liable: – as owner of the Buildings/ Home; or – as a lessee of private householder occupying the Buildings, or in a personal capacity	1. bodily injury to You or any person being a member of the Your Family or Domestic Employee; 2. Damage to property belonging to or in the charge of or under the control of the Insured or Your Family or Domestic Employee; 3. Injury or damage arising out of or incidental to -

<p>In respect of:</p> <ol style="list-style-type: none"> 1. accidental Bodily Injury (whether fatal or not) 2. accidental Property damage <p>occurring during the Insurance Period and within the Location(s) of risk as specified in the Schedule.</p> <p>Provided always that the amount payable hereunder in respect of any one Accident or series of Accidents constituting one occurrence shall not in any case exceed the Limit of Indemnity specified in the Schedule including:</p> <ol style="list-style-type: none"> (a) Legal costs and expenses recoverable from you by any claimant provided such costs and expenses were incurred before the date (if any) on which we shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided; (b) Legal costs and expenses incurred by You with prior consent of Us. 	<ol style="list-style-type: none"> a. your profession or business, products, or b. the use of lifts or vehicles, or c. the carrying out of alterations, additions, repairs or decorations to the Private Dwelling <ol style="list-style-type: none"> 4. Liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under. 5. Liability in respect of injury, illness, disease, Loss or Damage which results from a deliberate act or omission of You and which could reasonably have been expected having regard to the nature and circumstances of such act or omission 6. Injury or damage caused by You who use liquor, drugs OR is under the influence of intoxicating liquor or drugs. 7. Liability in respect of injury to or illness or disease of any person under a labor contract with you if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by You or any sums payable by You under legislation relating to occupational injury or illness or disease 8. Liability directly or indirectly occasioned by or through or in consequence of pollution or contamination.
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In the event of the death of You, we will in respect of the liability incurred for you indemnify Your lawful heirs in the terms of and subject to the limitations of this Section provided that such heirs shall as though they were you to observe, fulfill and be subject to the Terms of this Policy insofar as they can apply.

DEDUCTIBLE: Specified on the Policy Schedule per one Accident, applicable for Property Damage of third party only

SPECIAL CONDITION

1. You shall not without the prior consent in writing of Us repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim and we shall be entitled if it so desires to take over and conduct in the name of you the defence of any claim or to prosecute in the name of You at Our own expense and for Our own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.
2. You shall take all reasonable precautions to prevent injury illness disease loss or damage which may give rise to a claim under this Policy.