

CARRIER'S LIABILITY INSURANCE POLICY WORDING

(Issued in accordance with Decision No.24/2019-QĐHN-TMIV dated 22 July, 2019 by General Director of Tokio Marine Insurance Vietnam Company Limited)

Whereas the Insured named in the Schedule of this Policy carrying on the Business or Occupation described in the Schedule for the purpose of this indemnity by a Proposal Form which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **Tokio Marine Insurance Vietnam Company Limited** (hereinafter referred to as "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the Schedule as consideration for such indemnity for the period of insurance stated in the Schedule.

INSURING AGREEMENT

NOW THIS POLICY WITNESSETH that subject to the Limit of Liability, terms, exclusions and conditions contained herein or endorsed or otherwise expressed hereon the Company agrees to indemnify the Insured in respect of the legal liability of the Insured for all direct, physical and accidental loss of or damage to property in the care, custody or control of the Insured

1. whilst on vehicles in the ordinary course of transit anywhere within the Territorial Limit specified in the Schedule hereto;
2. whilst kept in storage in the warehouse or warehouses operated by the Insured at the locations specified in the Schedule hereto;
3. during loading and unloading at such named warehouses and/or at customers' premises and/or at any premises/locations specified in the Schedule. Loading and unloading does not include positioning works;

occurring during the Period of Insurance and in connection with the Insured's Business or Occupation stated in the Schedule.

LIMIT OF LIABILITY

The liability of the Company under this Policy shall not exceed the Limit of Liability expressed in the Schedule for any one occurrence and in any one period of insurance.

In addition, the Company agrees to pay the costs and expenses incurred with the written consent of the Company in the defence of any such claim, provided always that, the Company's liability shall be inclusive within the Limit of Liability stated in the Schedule.

DEDUCTIBLE

Each loss shall be adjusted separately and from the amount of each adjusted loss the amount of deductible stated in the Schedule shall be deducted.

POLICY TERRITORY

This Policy applies only to claim(s) for physical loss of or damage to property occurring during the Period of Insurance and within the Territorial Limit stated in the Schedule within Vietnam Territory and subject to Vietnam Jurisdiction.

EXCLUSIONS

The Company shall not be liable for

1. loss of or damage to the following Property:
 - a. antiques, objects of art, valuable paintings, furs;
 - b. household goods and personal effects;
 - c. wine, spirits, liquor and other alcoholic beverages, cigarettes, cigars and any other tobacco products;
 - d. money, cheques, postal orders, money orders, promissory notes, stamps, bills of exchange, accounts, deeds, evidences of debt, letters of credit, passports, tickets, negotiable instruments, securities of all kinds or other similar valuable papers;
 - e. gold, silver, platinum or other precious metal, precious stones, pearls, jewellery, watches, stamp coin and medal collections or items that are made from or which may include Gold, silver, platinum or other precious metal, precious stones, pearls;
 - f. glass, porcelain, crystal, earthenware china, marble, other brittle articles, clocks, scientific instruments or other items/articles that are made from or which may include glass, porcelain, crystal, earthenware china, marble;
 - g. animals and livestock;
 - h. frozen food and meat;
 - i. guns, firearms, ammunition, explosives, inflammable property having a flashpoint below 38 degrees Celsius, matches or firecracker;
 - j. rejection cargo;

- k. containers;
 - l. dangerous or hazardous goods or cargoes;
 - m. property belonging to, hired by or leased or loaned to the Insured or Insured's employees;
 - n. vehicles, mechanically propelled vehicles, tarpaulin fittings and other mechanically propelled equipment used in the service or operation of the said vehicles;
 - o. any property carried gratuitously or as an accommodation;
 - p. property whilst in the hands of inter-line carriers;
 - q. designs, prototypes, models, moulds, specifications and the like;
2. loss or damage attributed to, caused by or resulting from:
- a. mechanical and electrical derangement unless accompanied by visible external damage;
 - b. rust, oxidation and discoloration absolutely for machinery and equipment;
 - c. denting, bending, twisting, scratching unless caused directly by the conveyance be burnt or collided;
 - d. wear and tear or gradual deterioration;
 - e. mold, moth, insects or vermin;
 - f. force majeure, the inherent vice and nature of the Property or by the fault of the consignor or consignee;
 - g. spontaneous combustion;
 - h. the action of light or atmospheric conditions, (including but not limited to moisture or dew) or any other gradually operating cause;
 - i. pressure waves from aircraft and other serial devices travelling at sonic or supersonic speeds;
 - j. the change of temperature resulting from the total or partial destruction of any refrigerating or cooling apparatus from any cause (including mis-setting of temperature), unless caused by collision or overturning of the conveying vehicle;
 - k. delay, loss of market, loss of use, depreciation, consequential loss or interruption of business;
 - l. erection and installation of Insured property and whilst property in process;
 - m. subsidence, vibration or withdrawal or weakening of support;
 - n. inadequate or insufficient packaging;
 - o. leakage of packaging or containers in which the property is carried, unless caused by accidental events not excluded elsewhere in this Policy;
 - p. theft unaccompanied by violent or forcible entry into and/or exit from the premises, pilferage, unexplained loss, mysterious disappearance or shortage disclosed upon taking inventory or upon delivery;
 - q. unattended vehicles;
 - r. whilst driver is under the influence of intoxicating liquor or drugs;
 - s. forged warehouse and/or delivery receipts, documentation errors and/or omissions and/or wrongful delivery;
 - t. wrongful released of property;
 - u. infidelity of the Insured &/or the Insured's employees &/or any persons who are engaged by or under a contract of labor with the Insured or any other such persons to whom the property may be entrusted;
 - v. willful act of the Insured &/or the Insured's employees &/or any persons who are engaged by or under a contract of labor with the Insured or any other such persons to whom the property may be entrusted;
 - w. neglect of the Insured to use all reasonable means to save and preserve the property at and after any loss;
 - x. performance guaranteed by the Insured with their clients.
3. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement;
4. fines, penalties, punitive exemplary aggravated or multiple damages or any other damages resulting from the multiplication of, or in excess of compensatory damages;
5. liability directly or indirectly occasioned by or through or in consequence of
- a. war invasion act of foreign enemy hostilities or warlike operations (whether be declared or not);
 - b. civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power;
 - c. martial law or state of siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege;

- d. any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence;
 - e. strikers, locked-out workmen or persons taking part in labour disturbance or riots;
or looting, sacking or pillage in connection with any of the aforementioned occurrences.
6. liability directly or indirectly caused by, contributed to by, or arising out of
- a. ionizing radiations 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 other hazardous properties of any explosive nuclear assembly or any nuclear component thereof;
 - c. any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear fuel or nuclear waste, or
 - d. any other premises or facilities eligible for insurance by any local nuclear pool and/or association.
7. liability arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all of the following conditions:
- a. The discharge, dispersal, release or escape must be neither expected nor foreseeable nor intended by the insured, and
 - b. The inception of the discharge, dispersal, release or escape must take place during the policy period, and
 - c. The discharge, dispersal, release or escape must be sudden;
 - d. The cost of removing, nullifying or cleaning up seeping pollution or contamination substances.
- The term "release" includes, but is not limited to any of the following: Spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

CONDITIONS

1. Duty of Disclosure

Before entering into a contract of insurance with Company, the Insured has a duty to disclose to Company every matter known to them, or could reasonably be expected to be known to them, which is relevant to Company's decision on whether to accept the risk or not and on what terms and conditions. The Insured has the same duty to disclose those matters to the Company before a contract of insurance is renewed or extended or varied or reinstated.

2. Observance

The due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured, and the truth and completeness of all statements and information supplied to the Company by the Insured are conditions precedent to liability of the Company to make any payment under this Policy.

3. Interpretation

The Schedule (if any), Proposal Form and Policy Wordings shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this contract shall bear such specific meaning wherever it may appear. Should any dispute arise over the application of this Policy, such dispute shall be determined in accordance with the Vietnam law.

4. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent loss or damage to the property insured and shall exercise reasonable care that all legislations, by-laws and directions made by any statutory or local authority are duly observed and complied with. The Insured shall also take all reasonable precautions to prevent loss or damage by taking measures including but not limited to, maintaining vehicles in efficient and roadworthy condition, ensuring vehicles containing property insured is not left unattended, all doors, windows and other openings locked etc.

5. Claims Conditions

- a. In case of any accident or occurrence or discovery likely to give rise to a loss or claim under this Policy, the Insured shall immediately give notice to the Company and shall within 3 days give written notice and furnish to Company full documentation and particulars in respect thereof. It is a condition of the Policy that:
 - + all losses resulting from theft shall be reported to the police immediately and furnish Police report together with other claim documents when lodging claim;
 - + all claim notification after 3 days of delivery to Consignee will be considered invalid
- b. The Insured must notify the Company of any impending prosecution, inquest or fatal accident inquiry. If a claim is made or a suit is brought against the Insured, the Insured shall immediately forward to the Company every

demand, letter, writ, claim, notice of arbitration, notice, summons, process or legal papers received by him or his representatives;

- c. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its 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 the Insured shall give all such information and assistance as the Company may require.

6. Subrogation

The Company shall be entitled to conduct in the name of the Insured the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization including Insured's Sub-contractors who may be liable to the Insured with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

7. Company's Rights

The Company shall have the right to take over and conduct the defence and settle any claim by compromise on behalf of the Insured.

8. Other Insurance

If the Insured has other more specific insurance against a loss or damage covered by this Policy the Company shall not be liable under this Policy. To the extent that the Insured has any other insurance in force in respect of the liabilities insured hereunder, the Company shall only be liable under this Policy for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectible.

9. Discharge of Liability

The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

10. Fraudulent Claims

If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, the Company shall immediately cancel this Policy and cease its liability to pay for such claim and/or request for return of any paid benefits from the Insured. All earned premium shall be kept by the Company as the compensation for such act.

11. Forfeiture

The Insured shall be forfeited all benefits under this Policy:

- a. if any legal proceeding is not being initiated within one year from the time the dispute arises, or
- b. if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or within three months after the arbitrators or umpire shall have made their award;
- c. if the Insured does not proceed any progress for claiming or furnish documentation, evidence that may be required in written by the Company within one year from the insured event.

12. Assignment

The interest of the Insured under this insurance contract shall be assignable only where the purchaser of insurance provides a written notice of assignment to the Company and the latter provides its consent in writing, except in cases where the assignment is carried out in accordance with international practice.

13. Cancellation Notice

- a. The Company may cancel this Policy by giving not less than 7 days written notice by registered mail to the Insured at the address shown in this Policy. The mailing of the aforesaid shall be sufficient proof of notice. If the Company cancels this Policy, the Company will return to the Insured the premium paid less actual earned premium payable calculated on pro-rata basis for that period during which the Policy has been in force;
- b. The Insured may cancel this Policy by giving written notice to the Company. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. If the Insured cancels this Policy, the Company will return to the Insured the premium paid less actual earned premium payable calculated on short period basis for that period during which the policy has been in force.

14. Arbitration

All differences arising out of this Policy shall be resolved by the arbitration as specified in the Schedule.

15. Premium Adjustment

If the premium for this Policy is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and at all times allow the Company to inspect such record. Further, the Insured shall within one month after the expiry of each Period of Insurance furnish such particulars and information as the Company may require. The premium for each Period of Insurance shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required.