

EMPLOYER'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** carrying on the business described in the Schedule and no other for the purpose of this Insurance by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **the Tokio Marine Insurance Vietnam Company Limited** (hereinafter called the Company) for the Insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such Insurance.

Now this Policy witnesses that if any person (hereafter called **Employee**) under a contract of service or apprenticeship with the **Insured** shall sustain **Personal Injury**, or occupational disease, or damage to personal effects caused during the period of insurance and arising out of and in the course of his/her employment caused by an **Occurrence** in connection with the business of the Insured.

The Company will subject to terms, exceptions and conditions contained herein or endorsed hereon indemnify the Insured against liability at Law for compensation and claimant's costs and expenses in respect of such Personal Injury, or occupational disease, or damage to personal effect's and in addition pay all costs and expenses incurred with its written consent.

The Company will also pay the solicitor's fee incurred with the Company's written consent for representation of the Insured at proceedings in any competent court of jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or disease which may be subject of indemnity under this Policy.

In the event of the death of the Insured Persons, the Company will in respect of the liability incurred by the Insured indemnify the Insured Person's personal representatives in terms of this Policy provided that such personal representatives shall as though they were the Insured Person observe fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

I. DEFINITION

1. "INSURED" means:

company, corporation or any other entity specified as the Insured in the Schedule.

2. "EMPLOYEE" means:

any person employed under a contract of service or apprenticeship during or prior to commencement of the period of Cover.

3. "PERSONAL INJURY" means:

- a. bodily injury (which expression includes death and illness), disability, shock, fright, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c. assault or battery not committed by the Insured or at the Insured's direction unless committed for the purpose of preventing or eliminating danger to person or property.

4. "PROPERTY DAMAGE" means:

physical injury to or destruction of tangible property.

5. "OCCURRENCE" means:

an event, including continuous or repeated exposure to substantially the same general conditions which results in **Personal Injury** or **Property Damage**, neither expected nor intended from the standpoint of the Insured.

II. LIMIT OF LIABILITY

The maximum liability of the Company in respect of any claim or any series of claims for **Personal Injury** and/or **Property Damage** caused by or arising out of one **Occurrence** shall not exceed the limit of liability specified in the Schedule. All **Personal Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one **Occurrence**.

III. DEDUCTIBLE

When specified in the Schedule, each **Occurrence** arising under this Policy is subject to the deductible shown and such deductible is to apply to law costs and expenses.

IV. EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

1. the deductible stated in the Schedule to be borne by the **Insured** in any one **Occurrence**;

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2. liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any injury or disease or damage to personal effects caused elsewhere than in Vietnam;
4. any legal liability of whatsoever nature directly or indirectly caused by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
5. the **Insured's** liability to employees of contractors to the **Insured**;
6. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party;
7. any liability of the **Insured** to pay compensation to an **Employee** or to the legal personal representatives or dependants of an **Employee** by virtue of any workmen's compensation law;
8. any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity;
9. fines, penalties or liquidated damages;
10. punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages;
11. loss, damage, liability, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. any consequence of war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
 - b. any act of Terrorism.

Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear;

This exclusion also applies to loss, damage, death, injury, illness, cost or expense 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 any act of Terrorism.

12. Information technology hazards, Computer data, Program and Storage media exclusion
 - a. **Personal Injury or Property Damage** arising, directly or indirectly, out of, or in any way involving the **Insured's "Internet Operations"**;

This exclusion does not apply to **Personal Injury or Property Damage** arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

"Internet Operations" means the following:

- i. use of electronic mail systems by the **Insured** or the **Insured's** Employees, including part-time and temporary staff, contractors and others within the **Insured's** organisation;
- ii. access through the **Insured's** network to the world wide web or a public internet site by the **Insured's Employees**, including part-time and temporary staff, contractors and others within the **Insured's** organisation;
- iii. access to the **Insured's** intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the **Insured** or others outside the **Insured's** organisation; and
- iv. the operation and maintenance of the **Insured's** web site.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

- b. **Property Damage** to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - i. the use of any computer hardware or software;
 - ii. the provision of computer or telecommunication services by the **Insured** or on the **Insured's** behalf;

- iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

V. CONDITION

1. Proposal form (if any), Policy Schedule/Certificate, Policy wording, and any endorsements arising therefrom shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy wording or of the Schedule shall bear such specific meaning wherever it may appear.
2. In the event of any **Occurrence** which may give rise to a claim for indemnity under this Policy the **Insured** shall as soon as possible give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the **Insured** shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any **Occurrence** as aforesaid.
3. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the **Insured** for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding and in the settlement of any claim and the **Insured** shall give all such information and assistance as the Company may require.
4. The **Insured** shall take reasonable precautions to prevent accidents and disease
5. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wage salaries and other earnings paid by the **Insured** to the **Employees** during each period of Insurance. The name of every **Employees** together with the amount of wages salary and other earnings shall be properly recorded and the **Insured** shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries within one month from expiry date of such period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
6. If at the time any claim arises under this Policy there be any other insurance covering the same liability, the Company shall not liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
7. The Company may cancel this Policy by sending seven-day-notice by registered letter to the **Insured** at his last known address and in such event the premium shall be adjusted in accordance with Conditions 5.
8. The due observance and fulfilment of the terms exclusions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

VI. JURISDICTION: Vietnam

VII. ARBITRATION

Any dispute arising out of or relating to this contract, shall, if it cannot be resolved on the basis of amicable negotiation, be settled by arbitration as specified in Arbitration clause of the Schedule.