

MOTORCYCLE 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 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 WITNESSETH that in respect of events occurring during the period of insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SECTION I – PHYSICAL DAMAGE COVERAGE

1. The Company will indemnify the Insured against loss of or damage to the Motorcycle and its accessories and spare parts whilst thereon
 - a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear; or
 - b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft; or
 - c) by malicious act; or
 - d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator.
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motorcycle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.
3. If the Motorcycle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns failures or breakages; or
- (b) damage to tyres unless the Motorcycle is damaged at the same time; or
- (c) loss of or damage to accessories or spare parts by burglary housebreaking or theft unless the Motorcycle is stolen at the same time
- (d)
 - (i) any equipment or computer malfunction; and/or
 - (ii) the failure or inability of any equipment or any computer program to recognise or to correctly interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limit of liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motorcycle or in connection with the loading or unloading of the Motorcycle against all sums including Claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:
 - (a) death of or bodily injury to any person
 - (b) damage to property
2. In terms of and subject to the Limitations of and for the purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motorcycle provided that such Authorised Driver
 - (i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply;
and
 - (ii) is not entitled to indemnity under any other policy.
3. The Company will also indemnify in the Terms of Section II of this Policy any person mounting onto or dismounting from or travelling on the Motorcycle (such person being hereinafter called "the Passenger", provided that the Passenger:
 - (i) is not driving the Motorcycle or in charge of the Motorcycle for the purpose of driving
 - (ii) is not entitled to indemnity under any other Policy.
 - (iii) shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions

of this Policy in so far as they can apply.

The Company shall not be liable in respect of

- a) death of or bodily injury to any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment.
 - b) damage to property belonging to or held in trust by or in the custody or control of the Insured or of the Passenger or being conveyed by the Motorcycle.
4. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in Terms of and subject to the Limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
 5. The Company will pay all costs and expenses incurred with its written consent.
 6. In the event of accident involving indemnity under this Section to more than one person, the Limits of liability shall apply to the aggregate amount of indemnity to all persons indemnified.
 7. The Company may at its own option
 - (a) arrange for representation at any inquest or fatal injury in respect of any death which may be the subject of indemnity under this Section.
 - (b) undertake the defence of proceedings in any Court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
 - (c) arrange at the request of the Insured and pay, subject to the Limit of liability under Section II and subject to its prior consent, for any necessary and reasonable expenses for legal services for defence of any charge of causing death by driving the Motorcycle, other than murder, which may be brought against the Insured or any other person who is driving on the Insured's order or with his permission, in respect of any death which may be the subject of indemnity under this Section.

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of:

- (i) death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motorcycle for loading thereon or the taking away of the load from the Motorcycle after unloading therefrom.
- (ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- (iii) damage to property belonging to held in trust by or in the custody of or control of the Insured or a member of the Insured's household or being conveyed by the Motorcycle.
- (iv) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within the **Socialist Republic of Vietnam**.
- (v) costs and expenses of litigation recovered by any Claimant from the Insured which are not incurred in and recoverable in the **Socialist Republic of Vietnam**.

SECTION III - MEDICAL EXPENSES

The Company will, subject to the Limit of liability, in respect of each person injured, pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the Insured or an Authorised Drivers or Passengers of the Motorcycle as the direct and immediate result of an accident to the Motorcycle.

SECTION IV - PERSONAL ACCIDENT BENEFITS

The Company undertakes to pay compensation to the Insured or their personal representative on the scale provided below for bodily injury sustained by the Insured whilst mounting into, dismounting from, driving or travelling in the Motorcycle and caused by violent, accidental, external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

Results	Compensation
A. Death	A. The Capital Sum specified in the Schedule.
B. Permanent loss or disablement as specified below	B. A sum equal to a percentage of the Capital sum specified in the Schedule. The percentage payable is shown below against each Result:

		Percentage
1.	Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	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:	100%
	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	
4.	Total and permanent loss of:	
	a) sight in one eye except perception of light	50%
	b) lens of one eye	
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	50%
	c) thumb (two phalanges)	40%
	d) thumb (one phalanx)	25%
	e) index finger (three phalanges)	10%
	f) index finger (two phalanges)	15%
	g) index finger (one phalanx)	8%
	h) middle finger (three phalanges)	4%
	i) middle finger (two phalanges)	10%
	j) middle finger (one phalanx)	4%
	k) ring finger (three phalanges)	2%
	l) ring finger (two phalanges)	8%
	m) ring finger (one phalanx)	4%
	n) little finger (three phalanges)	2%
	o) little finger (two phalanges)	6%
	p) little finger (one phalanx)	3%
	q) all toes of one foot	2%
	r) great toe (two phalanges)	17%
		5%
	s) great toe (one phalanx)	2%
	t) any other toe	3%
6.	Total and permanent loss of:	
	a) hearing in two ears	75%
	b) hearing in one ear	15%
	c) speech	50%
7.	Any permanent partial disablement not specified above other than loss of	Such percentage to be assessed by us as

sense of taste or smell

in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the Insured 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.
- Reimbursement up to the Limit of Liability under section III in respect of any one Injury.

Provided always that:

- (a) the Insured is not less than 7 or more than 60 years of age at the time of such injury.
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to:
 - (1) intentional self-injury, suicide or attempted suicide (whether felonious or not), physical defect or infirmity, or
 - (2) an accident happening whilst the Insured is under the influence of intoxicating liquor or drugs.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. any accident, loss, damage, or liability caused, sustained, or incurred:
 - (a) outside the Geographical Area
 - (b) whilst any Motorcycle is
 - (i) being used otherwise than in accordance with the limitations as to use;
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver
 - (iii) being driven by any person whether it be the Insured himself or any person on his order or with his permission whilst under the influence of intoxicating liquor or drugs to such an extent as to be incapable of having proper control of the Motorcycle.
2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5.
 - (a) any accident, loss, or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

GENERAL CONDITIONS

1. Interpretation

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. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

3. Care of Motorcycle

The Insured shall take all reasonable steps to safeguard the Motorcycle from loss or damage and to maintain the Motorcycle in efficient condition and the Company shall have at all times free and full access to examine the Motorcycle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motorcycle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motorcycle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motorcycle shall be excluded from the scope of the indemnity granted by this Policy.

4. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company 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 to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest, fatal enquiry or offer of composition in connection with any such occurrence In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

5. Claims Procedure

No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company. The company shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name 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 and the Insured shall give all such information and assistance as the Company may require.

6. Relinquishing the conduct of defence or proceeding

At any time after the happening of any event giving rise to a claim or series of claims under Section II-1(b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II-1(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

7. Unilateral termination of performance of policy

Either party may unilaterally terminate the insurance Policy in the insurance period as specified by law by sending a written notice to the other party.

In case the Insured unilaterally terminates the Policy before expiry, the Insured shall send a written notice to the Insurer. Within 30 business days of the receipt of such written notice from the Insured, the Insurer shall refund to the Policyholder 70% of the part of premium corresponding to the unexpired insurance period. The Insurer is not obliged to refund such premium in case any insured event has occurred.

In case the Insurer unilaterally terminates the Policy, within 30 business days after a written notice by the Insurer is sent to the Insured, the Insurer shall refund to the Policyholder the part of premium corresponding to the unexpired insurance period.

8. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso-(ii) of Section II-2 of this Policy.

9. 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.

10. Conditions Precedent to the Company's Liability

The due observance and fulfilment of the terms, exceptions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified, and the truth of the statements and answers in the proposal, shall be conditions precedent to any liability of the Company to make any payment under this Policy.

11. Disclosure

The Insured must disclose to the Company, fully and faithfully, the facts the Insured knows or ought to know, otherwise the Company may exercise its right to cancel or suspend this Policy depending on nature of non-disclosure as permissible by laws.

12. Jurisdiction Clause

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction in the Socialist Republic of Vietnam.

13. Geographical Area

The Socialist Republic of Vietnam

14. Legislation

Current laws on traffic, regulations on insurance and related laws and regulations of the Socialist Republic of Vietnam

15. Authorised Driver

Persons or Classes of persons entitled to drive as specified in the Schedule.

16. Limitations as to use

As described in the Schedule.

LIMITS OF LIABILITY

Limit of the amount of the Company's liability under Section I-3	VND1,150,000
Limit of the amount of the Company's liability under Section II in respect of any one claim or series of claims arising out of one event subject to proviso of Section II-6	See Schedule
Limit of the amount of the Company's liability under Section III in respect of each person injured arising out of one accident	10% of Sum Insured under Section IV - Personal accident benefits