

OFFICE PACKAGE 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 specified in the Schedule and for the purposes of this insurance by a Proposal which shall be the basis of this contract and be deemed to be incorporated herein has applied to **Tokio Marine Insurance Vietnam Company Limited** (hereafter called the Company) for the insurance hereinafter contained.

Now this Policy witnesses that in consideration of the Policyholder paying or agreeing to pay to the Company the premium for such insurance, the Company will indemnify the Insured against all losses or damages occurring or arising during the period of insurance subject to the terms exclusions limits and conditions herein or endorsed hereon.

SECTION I – PROPERTY DAMAGE ALL RISKS

I. DEFINITION

The property:

- The Buildings (the Premises insured)
- All Office Contents (including outdoor signs and or aerals) which belong to the Insured or for which the Insured is responsible and used in connection with the Business. In the event the Insured pay the additional premium, their movable property will be insured with detailed list provided to the Company.
- Landlord's fixtures and fittings, improvements and decorations for which the Insured is responsible as a tenant, including tenant's improvements.
- All fixed internal and external glass and fixed sanitary ware.
- Additional Expenditure of Alternative Accommodation and/or Loss of Rent which is optional coverage and an additional premium will be paid by the Insured accordingly
- Personal effects not otherwise insured which belong to the Insured or to any partner, director or employee of the business.

II. THE INSURANCE

- (A) The Company shall pay the cost of replacement or repair of the Property for accidental losses or damages to Property whilst in or on the Premises.
- (B) The Company will also indemnify the Insured in respect of:
- a) their responsibility to pay the cost of repairing any damage to the Premises arising from theft or attempted theft;
 - b) the cost of boarding up broken windows, the subject of a valid claim;
 - c) The Insured's legal responsibility to pay for the repair of accidental damage to cables and underground service pipes supplying the Premises.
- (C) In the event the Premises being rendered uninhabitable by loss or damage not otherwise excluded by the Policy, the Company will indemnify the Insured, against:
- (i) reasonable additional expense for alternative accommodation,
 - (ii) loss of rent payable to the Insured
- actually incurred by the Insured during the period necessary for the reinstatement of the Premises but in all cases shall not exceed 90 days.

Limits

In respect of the following property, the total amount that the Company shall pay for any one claim shall not exceed the Limits shown

	Limits (VND)
1. Any one item of the office machinery (unless separately specified)	230,000,000
2. Personal effects of any one person	23,000,000
3. Any one deed, document, plan, drawing or business book	23,000,000
4. Any one fixed glass and/or sign and/or aerial device	80,500,000

Sum Insured

TMIV Public P

The Sum Insured must be sufficient to include all Property on a replacement as new basis. The total amount payable under this Section in respect of any claim(s) is limited to the Sum Insured stated in the Schedule, but the Sum Insured will be restored in full from the date of the loss or damage provided that in aggregate in any one period of insurance the total limit of liability of the Company shall in no case exceed twice the amount of the Sum Insured stated in the Schedule.

Average Clause

If, at the time of any loss or damage, the Sum Insured represents less than 85% of the replacement value as new of the Property, the Company shall pay a similarly reduced proportion of the loss or damage.

Multiple Premises

If the Property is insured at more than one Premises, the terms of the Policy apply separately to the Property of each Premises provided the Company have knowledge of all the Premises.

Exclusions

1. Money of all types.
2. Personal effects elsewhere than in the Premises.
3. Motor vehicles (including garden implements and wheelchairs) and fitted accessories.
4. Acts of fraud or dishonesty involving any partner, director or employee of the Insured.
5. Theft not accompanied by actual forcible and violent breaking into or out of the Premises or any attempt thereat.
6. Loss or damage directly caused by any process of cleaning, dyeing, repairing or renovation.
7. Loss or damage due to erasure or distortion of information on records caused:
 - a) by a magnetic flux (unless such flux results from lightning),
 - b) whilst mounted in or on any machine or data processing apparatus unless caused by damage to the machine or apparatus,
 - c) by defects in such records.
8. Bonds including bearer bonds, bills of exchange, promissory notes, securities for money, stamps, negotiable documents, jewelry, precious stones and the like.
9. Loss or damage in respect of scratching of glass.
10. Loss or damage caused by delay or confiscation or detention by customs or other officials or authorities.
11. Loss or damage by mechanical or electrical breakdown or derangement of machinery or equipment.
12. Property more specifically insured.

III. EXTENSIONS

1. Architects', Surveyors' & Consultant Engineers' Fees Clause

Fees and costs such as, but not limited to architects', surveyors' and other consultants' for estimates, plans, specification, quantities, tender and supervision necessarily and reasonably incurred subject to maximum 10% of the Sum Insured of Section I as stated in the Schedule.

2. Capital Additions Clause

The reasonable costs of alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the insured Property for an amount not exceeding 10% of the Sum Insured of Section I subject to the Insured declaring to Company at the end of each quarter such alterations, additions and improvements and to pay the appropriate additional premium.

3. Removal of Debris Clause

Costs and expenses necessarily incurred by the Insured in the removal of debris dismantling or demolishing, shoring up or propping, effecting temporary repairs of the portion or portions of the insured Property as a result of the insured loss or damage provided that such costs or expenses:

- a) are not recoverable from any other policy of insurance;
- b) shall not include costs of removing, nullifying or cleaning up seeping, polluting or contamination substances other than loss or damage by any insured perils;
- c) shall not exceed 10% of the Sum Insured of Section I as stated in the Schedule.

4. Electrical Installation Clause

Loss or damage by fire to the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity including lightning.

5. Errors and Omissions Clause

The insurance shall not be invalidated by an unintentional and/or inadvertent omission, error, incorrect valuation or incorrect description of the interests, risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission.

6. Glass Breakage:

The insurance shall extend to cover for damage during the Policy period to the plate glass by breakage of the glass or by chemicals accidentally or maliciously applied, subject to the following Special conditions.

Special Conditions:

- a) This Policy does not cover:
 - (i) breakage caused by the willful act or with the connivance of the Insured;
 - (ii) frames or framework of any description;
 - (iii) the cost of removal or replacement of any fittings, fixtures or other obstruction;
 - (iv) cracked or imperfect glass unless specially declared as such.
- b) The word "Breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass,

7. Fire Brigade Charges and Extinguishing Costs Clause

The insurance under this Policy extends to include fire brigade charges, the cost of replenishment of firefighting appliances provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property insured by this Policy or immediately threatening to involve such Property and shall in no case exceed 10% of Sum Insured of Section I as stated in the Schedule.

8. Other Contents Clause

It is agreed that the term "Other Contents" is understood to include:

- a) documents, manuscripts and business books but only for the value of the material as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding VND23,000,000 in respect of any one document, manuscript or business book.
- b) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding VND23,000,000 .
- c) patterns, models, moulds, plans and designs for an amount not exceeding VND23,000,000 in respect of any one pattern, model, mould, plan and design.

9. Public Authorities Clause

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged Property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:

The amount recoverable under this Extension shall not include:

- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - (i) in respect of destruction or damage occurring prior to the granting of this Extension.
 - (ii) in respect of destruction or damage not insured by the Policy.
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
 - (iv) in respect of undamaged Property or undamaged portions of Property.
- b) the additional cost that would have been required to make good the Property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.

If the liability of the Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.

The total amount recoverable under any item of the Policy shall not exceed the Sum Insured of Section I.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

10. Reinstatement Value Clause

In the event of the Property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated, shall be the cost of replacing or reinstating on the same site Property of the same kind or type but not superior to or more extensive than the insured Property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

- a) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made;
- b) Until expenditure has been incurred by the Insured in replacing or reinstating the Property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein;
- c) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement of the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision;
- d) No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any Property insured hereunder such Property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein;
- e) This Memorandum shall be without force or effect if:
 - (i) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the Property destroyed or damaged;
 - (ii) the Insured is unable or unwilling to replace or reinstate the Property destroyed or damaged on the same or another site.

11. Temporary Removal Clause

The Property insured under this Policy is covered (limited to 20% of the Sum Insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the **Socialist Republic of Vietnam**.

The amount recoverable under this extension in respect of the Property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the Property is temporarily removed.

This extension does not apply to Property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor, as regards losses occurring elsewhere than at the premises from which the Property is temporarily removed to:

- a) Motor vehicles and motor chassis,
- b) Property (other than machinery and plant) held by the Insured in trust.

SECTION II - LIABILITIES

I. DEFINITION

Territorial Limits

The Socialist Republic of Vietnam

Business

As specified in the Schedule and includes:

- a) maintenance of the Insured's Premises,
- b) provision of catering, social, sports and welfare organisations for employees, fire and first-aid services,
- c) private work undertaken with the Insured's consent by an employee for the Insured or for any partner, director or employee of the Insured.

Jurisdiction

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

II. THE INSURANCE

(A) Public Liability

The Company will indemnify the Insured against legal liability to pay damages and claimants' costs and expenses in respect of accidental bodily injury (including death, disease or illness) to any person or accidental loss of or damage to property arising in connection with the Business and happening:

1. during the period of insurance,
2. within the Territorial Limits

Provided always that the liability of the Company for all damage payable to any claimant in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original case shall not exceed the Sum Insured shown in the Schedule for Section II.

(B) Tenant's Liability

The Company will indemnify the Insured against legal liability as tenant for accidental loss of or damage to the Buildings or part thereof and/or to the Contents (including fixtures and fittings) of the aforesaid Buildings not belonging to but whilst under the occupation of the Insured arising during the period of insurance provided that the Insured is not entitled to indemnity under any other policy, and provided always that the liability of the Company in respect of any accidental damage shall not in any way exceed the limit of indemnity specified in the Schedule for Section II.

(C) Costs

The Company will indemnify the Insured all costs and expenses incurred with the Company's written consent and relating to any event which may be subject of indemnity under this Section.

Exclusions

(A) Public Liability

The Company shall not be liable for:

1. Liability in respect of injury, illness loss or damage which results from Insured or Insured's employees' deliberate act of omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. bodily injury sustained by any employee of the Insured arising out of and in the course of employment with the Insured;
3. loss of or damage to property belonging to the Insured or in charge or control of any of the Insured's employee (other than the personal property, including vehicles, of the Insured's partners, directors or employees);
4. liquidated damages or penalties;
5. bodily injury, loss or damage arising out of the ownership, possession or use by the Insured or on the Insured's behalf of
 - a) any mechanically propelled vehicle, or machine or trailer attached to it, if it is used in circumstances to which any Road Traffic Legislation applies (other than loading and unloading unless the Insured is more specifically insured for such risks),
 - b) any water craft (other than hand propelled watercraft), hovercraft or aircraft,
 - c) land or buildings owned or rented by the Insured and not included as part of the Premises in the Schedule.
6. Product liability of any kind.

(B) Tenant's Liability

The Company shall not be liable for:

1. loss or damage to the contents of the buildings belonging to the Insured;
2. liability assumed under agreement unless the liability would have been incurred without the agreement.

III. EXTENSIONS

1. Neon/ Advertising Signs

This Policy extends to cover the Insured's legal liability arising out of accidents caused by or through the Neon/ Advertising Signs installations which are the property of the Insured.

Warranted that the Insured shall comply with all statutory enactment, Bye-laws and regulations and at all times ensure that the Neon/Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall cause such defects to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accidents as the circumstances may require.

2. Vehicle in Insured's car park

This Policy extends to cover the Insured's legal liability in respect of loss or damage to vehicles under the control of the Insured or the Insured's parking attendants/Insured's employees whilst in the car park of the Insured.

Provided always that the Company shall not be liable for any loss or damage insofar as such loss or damage is covered by any other insurance.

3. Loading/Unloading

This Policy extends to cover the Insured's legal liability in respect of bodily injury and/or damage to property arising out of and in the course of loading or unloading operation from a stationary vehicle including delivery or collection of the load from or to the vehicle.

4. Food and Drinks

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Policy shall extend to include liability for accidental death or bodily injury caused by or arising out of foreign or deleterious matter in food and drink sold or supplied by the Insured at or from the Premises.

5. Sports and Social Activities

Cover will include for any sport and/or social club duly formed and/or organised by employees of the named Insured, but only with respect to the sports cum social activities of such club.

6. Private Works for Directors and Executives

The Company extend to indemnify the Insured and any Director or Executive of the Insured in respect of the employment or private duties of any of the Insured's employee by such Director or Executive.

Provided that:

- a) Any Director or Executive is not entitled to indemnity under any other policy or policies.
- b) This extension shall not apply to or include liability in respect of injury to any person under a contract of services or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- c) Such Director and/or Executive shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, limits and conditions of this Section so far as they can apply.

SECTION III - MONEY INSURANCE

I. DEFINITION

Money: Current coin, bank and currency notes, banker's drafts, crossed cheques/giro cheques, crossed postal and money orders all belonging to the Insured or for which the Insured has accepted responsibility and used in connection with the business.

Business Hours: The normal working hours of the business, including overtime, during which the Insured or any partner, director or employee of the Insured, who is entrusted with the Money, is in the business portion of the building.

II. THE INSURANCE

The Company will indemnify the Insured for loss of or damage to Money occurring during the period of insurance up to the amount stated in the Schedule for Section III.

1. Whilst the Money is in insured premises during Business Hours contained in locked safe/strongroom or in locked drawers/cabinet
2. Whilst the Money is in insured premises after Business Hours contained in locked safe/strongroom up to the amount stated in the Schedule or in locked drawer/cabinet up to VND57,500,000 or the amount stated in the Schedule whichever is lesser.
3. Whilst in transit anywhere in Vietnam from and to insured premises while in the Insured's personal custody or the custody of the Insured's authorised persons named in the Schedule.

Condition

This insurance is provided on the understanding that:

- A. Money is accompanied by at least one responsible able-bodied adult if more than VND115,000,000 in transit at any one time.
- B. The Insured
 - (1) shall keep a complete record of the Money in transit and on any Premise at which Money is covered under this Section;
 - (2) store the records away from the immediate area of any safe or strongroom containing the Money;
 - (3) remove the key or combine action code of any such safe or strongroom from the immediate area of the safe or strongroom when it is left unattended.

Exclusions

1. loss due to error or omission in receipts, payments or accounting or due to depreciation in value or to the use of counterfeit money;
2. loss from or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by Insured or any person under the service for the Insured;
3. loss of Money entrusted to professional money orders carriers or to any person other than the Insured's authorised employees;
4. money in unattended vehicle;
5. loss of Money from locked drawers and/or safes following the use of keys and/or combination numbers unless such keys and/or combination numbers have been obtained by threats or violent means;
6. mysterious disappearance or unexplained loss;
7. loss or damage caused by burglary housebreaking or theft unless such offences are accompanied by actual forcible and violent entry into or exit from the premises;
8. any consequential loss whatsoever.

III. EXTENSIONS

1. Loss or damage to safes/Drawers/Cabinets/Cash Registers

This Section extends to cover any loss of or damage to safes/drawers/cabinets/cash registers resulting directly from any attempt to remove the contents of such safes/drawers/cabinets/cash registers up to a limit of VND11,500,000 for any one period of insurance.

2. Personal Accident Benefits

Cover up to two employees of the Insured should they sustain bodily injury caused by armed robbery/hold-up or any attempt thereat arising out of and in the course of employment and which injury shall solely and independently of any other cause result in the employee's death or disablement.

Table of Benefits	Sum Insured (per employee)
(a) Death	VND230,000,000
(b) Total and irrecoverable loss of all sight in both eyes	VND230,000,000
(c) Total loss by physical severance of both hands or both feet or one hand and one foot	VND230,000,000
(d) Total loss by physical severance of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	VND230,000,000
(e) Total and irrecoverable loss of all sight in one eye	VND115,000,000
(f) Total loss by physical severance of one hand or one foot	VND115,000,000
All the above occurring within three (3) months of bodily injury as aforesaid.	
(g) Total disablement from engaging in or giving attention to profession or occupation	VND1,150,000 per week
(h) Partial disablement from engaging or giving attention to profession or occupation	VND460,000

per week

Cover for (g) and (h) shall not be more than 52 weeks in respect of any one injury calculated from the date thereof.

Special provisions to Extension 2

- a) No employees of the Insured shall be entitled to compensation under more than one of the Benefits in the Table of Benefits in respect of the same accident or of the same period of time. No further liability in respect of any employee to make any payment shall attach to the Company after a claim under any one of the Benefits has been admitted and become payable.
- b) No Benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.
- c) All certificates information and evidence required by the Company shall be furnished at the expense of the Insured's employee or his legal personal representative and shall be in such nature as the Company may prescribe.
- d) The Insured's employee as often as required shall submit to medical examination on behalf of the Company at its own expenses in respect of any alleged bodily injury. The Company shall in case of the death of any of the Insured's employee be entitled to have a post mortem examination at its own expense unless otherwise prohibited by laws.

SECTION IV - FIDELITY GUARANTEE

I. THE INSURANCE

The Company will subject to the limits of liability as specified in the Schedule for Section IV indemnify the Insured for direct pecuniary loss arising from any act of fraud or dishonesty committed by any employee(s) listed in the Schedule:

1. During the period of insurance.
2. During the uninterrupted continuance of the employment of the employee.
3. In connection with the occupation and duties of the employee.

Provided that, any sum or sums paid or payable to the Insured in anyone period of indemnity shall reduce the compensation amount so that the amount in respect of any or all such sum or sums shall not exceed in the aggregate the Sum Insured.

Basis of settlement

The basis of settlement will be:

1. for loss involving physical property other than money, the Company will at the Company's option:
 - a) pay for the cost necessary to reinstate or replace the lost property with another of similar age and condition,
 - b) physically replace the damaged contents with another of similar age and condition.
2. for loss of money, the Company will pay the amount of loss.

Condition

1. Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section, the Insured shall immediately upon becoming aware of such loss or damage give immediate notice to:
 - a) The Police and take all practical steps to prosecute the employee involved to conviction for any criminal act which the employee involved shall have committed.
 - b) The Company stating the employee or employees involved their whereabouts and the acts of fraud or dishonesty discovered and within 3 months thereafter deliver to the Company a claim in writing and supply full details particulars and proofs and any other information as may be reasonably required by the Company.
2. In the event of a claim all Insured's books of accounts and any accountants' reports thereon shall be open to Company's inspection and the Insured shall give all information and assistance to enable Company to obtain reimbursement from the employee involved or his estate of any amount which the Company shall have paid or become liable to pay under this Section.
3. The value of property of any employee involved in any act of fraud or dishonesty giving rise or likely to give rise to a claim under this Section and any sum which but for any act of fraud or dishonesty would have been due to such employee by the Insured shall be deducted from any amount payable under this Section.

Exclusions

This Policy does not cover:

1. For any act of fraud or dishonesty committed by any employee unless such act or acts of fraud or dishonesty is discovered during the period of insurance or within six months thereafter or within six months after the death, retirement or termination from whatever cause of the employee's employment whichever event shall first happen.
2. If the nature of Insured's business be changed unless notice be given and approved in writing by the Company.

TMIV Public P

3. If the occupation or duties of the employee be changed or the remuneration of the employee reduced unless notice be given and approved in writing by the Company.
4. If the precautions and checks for securing accuracy of accounts are not duly observed.
5. For more than one claim in respect of any act or acts of fraud or dishonesty by anyone employee.

II. EXTENSIONS

1. Auditor and Accountant Fees

This insurance includes reasonable professional fees for services (but not for the purpose of disputing Policy liability) by auditors and accountants necessarily incurred by the Insured following insured loss to extract compile and certify any information from the Insured's own records as may be required by the Company. Provided the Company's maximum liability under this provision shall be up to VND46,000,000 for each and every loss.

SECTION V - PERSONAL ACCIDENT

I. DEFINITION

Insured Person means each of the person named in the Schedule/Endorsement or attached in a named list provided by the Insured who is residing in Vietnam as a permanent resident or for working during their working tenure in Vietnam.

Accident means any sudden and unforeseen event occurring during the insurance period, resulting in bodily injury, the cause or one of the causes of which is external to the victim's own body and occurs beyond the victim's control.

Injury means bodily injury caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear or food & drug poisoning occurring during the insurance period.

Capital Sum means the amount selected by the Insured/Insured Person shown in the Schedule representing the maximum payable amount in case of Death or Permanent Disablement.

Salary means basic salary plus any other fixed allowance earned per month unless otherwise stated in the Schedule. The per day Salary (excluding Sunday) shall be calculated as monthly Salary divided by 26 days unless otherwise stated in the Schedule.

II. THE INSURANCE

The Company will pay the Compensation for death or disablement (the Results) as described below if the Insured Person suffers Injury as a result of Accident which within two years of its happening is the sole cause of the death or such disablement.

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:	50%
a) sight in one eye except perception of light	
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 | 50% |
| b) | four fingers of one hand | 40% |
| c) | thumb (two phalanges) | 25% |
| d) | thumb (one phalanx) | 10% |
| e) | index finger (three phalanges) | 15% |
| f) | index finger (two phalanges) | 8% |
| g) | index finger (one phalanx) | 4% |
| h) | middle finger (three phalanges) | 10% |
| i) | middle finger (two phalanges) | 4% |
| j) | middle finger (one phalanx) | 2% |
| k) | ring finger (three phalanges) | 8% |
| l) | ring finger (two phalanges) | 4% |
| m) | ring finger (one phalanx) | 2% |
| n) | little finger (three phalanges) | 6% |
| o) | little finger (two phalanges) | 3% |
| p) | little finger (one phalanx) | 2% |
| q) | all toes of one foot | 17% |
| r) | great toe (two phalanges) | 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 sense of taste or smell
- Such percentage to be assessed by the Company as in the opinion of the Company's advisers is not inconsistent with the percentages specified above and without regard to the Insured Person's employment or occupation.
- | | | | |
|----|--|----|--|
| C. | Temporary Total disablement from engaging in or attending to usual employment or occupation | C. | The Weekly Benefit specified in the Schedule for a period not exceeding 104 weeks from the commencement of the first Result to occur |
| D. | Temporary Partial disablement from engaging in or attending to usual employment or occupation | D. | Reimbursement up to the Medical Expenses Limit specified in the Schedule in respect of any one Injury. |
| E. | 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 | E. | |

practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.

Conditions

1. Disappearance

The Company shall presume death to have been suffered by the Insured Person if he or she is declared missing for twelve consecutive months by competent court from the date of such decision and sufficient evidence is provided that leads the Company to the conclusion that death was caused by an Injury. However, if at any time after payment of the compensation for such death the Insured Person is found to be living then such Compensation shall be refunded to us.

2. Exposure

If consequent upon an Injury an Insured Person suffers death or disablement as a result of exposure to the elements, the Company will consider such death or disablement as having been caused by an Injury.

3. Lump Sum Benefit shall not be payable for:

- 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 the Company will pay the difference;
- c) more than 100 % of the Capital Sum for Result A or Result B (whichever is the higher) in any one period of insurance 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.

4. Weekly Benefit shall not be payable for:

- a) any period of time subsequent to the death of the Insured Person or subsequent to Compensation becoming payable under any part of Result B;
- b) both Results C and D for the same period of disablement.

5. Weekly Benefit for either or both of Results C and D shall be payable when the total amount has been agreed, or at Insured Person's request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by the Company of written notice of the Injury.

6. Overall Compensation Limit

The Company's maximum aggregate liability in respect of all Insured Persons travelling in one aircraft or surface transport vehicle or vessel shall not exceed VND2,300,000,000 or the aggregate of the amount of Compensation payable in respect of such Insured Persons, whichever is the less.

If the aggregate amount of all claims for Injury to Insured Persons travelling in one conveyance exceeds the Conveyance Limit, the Company's liability in respect of such Insured Persons will be a ratable proportion of the Benefits due in respect of that person.

Exclusions

1. Injury caused by:

- a) ionising 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 component.

2. Injury caused by:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) or civil war,
- b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege, terrorism, riot or strike.

3. Injury caused by the Insured Person engaging in:

- a) air travel except as a passenger in a fully licensed passenger carrying aircraft
- b) any trade, technical or sporting activity or as crew in connection with an aircraft,

4. Injury caused by the Insured Person engaging in or practising for:

- 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
5. Injury caused by:
- a) suicide, intentional self-injury or wilful exposure to peril (other than in an attempt to save human life)
 - b) insanity
 - c) pre-existing physical or mental defect or infirmity
 - d) food and drinks poisoning
 - e) the Insured Person being under the influence of drugs or opium smoking (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction)
 - f) the Insured Person being under the influence of alcohol unless it can be established to the Company's reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Injury
 - g) any serious violation or breaches of laws, regulations of local authorities or states where the Insured is residing within the Geographical Limit mentioned in the Policy
 - h) serving as a member of police or military service.

GENERAL EXCLUSIONS

(Applicable to the whole Policy)

1. Electrical, electronic or mechanical breakdown and gradual deterioration.
2. Consequential loss.
3. Delay, confiscation or detention by custom-house or other competent authorities.
4. Loss, destruction or damage directly caused by vermin, insects, fungus or condensation.
5. Any expenses, consequential loss, legal liability or any loss, destruction or damage to property directly or indirectly caused by contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear or any nuclear component or an explosive nuclear assembly,
 - (iii) pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds,
 - (iv) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, revolution or military or usurped power,
 - (v) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation,
 - (vi) coastal or river erosion,
 - (vii) subsidence ground heave or landslip,
 - (viii) normal settlement or bedding down of new building,
 - (ix) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf.
6. Pollution unless sudden and accidental.
7. All professional liabilities.
8. Y2K Exclusion.

GENERAL CONDITIONS

(applicable to the whole Policy)

1. This Policy, the Proposal Form and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Proposal Form or of the Schedule shall bear such specific meaning wherever it may appear.
2.
 - a) The Insured on the happening of any loss of or damage to Property insured by this Policy shall give immediate notice thereof in writing to the Company and at his own expenses within fifteen days after the happening of

- such loss or damage shall deliver to the Company a claim in writing with such detailed particulars and proof as may be reasonably required. In case of loss or damage by theft or any attempt thereat. The Insured shall also give immediate notice to the Police. In case of a loss under Section II of the Policy, this delay is reduced to two days;
- b) The Insured on receiving notice of any accident or claim arising under Section III of this Policy shall give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the Company any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings;
 - c) The Insured shall not incur any expenses in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.
3. The Company shall be entitled:
- a) on the happening of any loss or damage to the Property insured to enter any building where the loss or damage has happened and to take and keep possession of the Property insured and to deal with the savings in a reasonable manner and this Policy shall be proof of leave and license for such purpose. No property may be abandoned to the Company,
 - b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings at its own expenses and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything insured by this Policy and the Insured shall give such information and assistance as the Company may require.
4. 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.
5. Theft cover under this Policy is suspended during any period when the Premises are left without an inhabitant from the beginning of the fifteenth day of such unoccupancy.
6. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven day's notice given in writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
7. The Insured shall take all reasonable precautions for the maintenance and safety of the property and to prevent accident or loss.
8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
- a) if the business of the Insured be altered or if the nature of the occupation or other circumstances affecting the premises or containing the Property insured be changed in such a way as to increase the risk of loss or damage;
 - b) if Property insured be removed to any building or place other than that in which it is herein stated to be insured;
 - c) if the interest in the Property insured pass from the Insured otherwise than by will or operation of law.
9. The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and truth of the statement and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
10. If the insurance for any loss, damage or liability for which a claim is also provided under any other policy, then the Company shall pay only the proportion of the claim which the insurance under this Policy bears to the insurance provided under all the policies.
11. Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided herein shall not apply to:
- a) compensation for damages in respect of judgements delivered or obtained otherwise than by a Court of competent jurisdiction within the territories included under this Policy,
 - b) costs and expenses of litigation recovered by any original claimant from the Insured which are not incurred and recoverable in the territories included under this Policy.
- It being the intention of this clause that the contract shall only indemnify the Insured in accordance with customary practices, conditions and judgments normally applying in the territories included under this Policy.
12. Average

If the Property hereby insured shall at the time of any happening giving rise to a claim under this Policy be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item of the Property insured shall be separately subject to this condition.