

# VOLUNTARY CIVIL LIABILITY OF MOTOR VEHICLE OWNER INSURANCE WORDING

(Issued in accordance with Decision No 37/2025-QĐHN-TMIV dated 03<sup>rd</sup> November, 2025 by General Director of Tokio Marine Insurance Vietnam Company Limited)

In reliance upon the information, declarations, and representations contained in the **Proposal Form**, and in consideration of the premium paid by **The Policyholder** to **The Insurer** in full and in due course, and subject to the general conditions, coverage agreements, exclusions, and any **Endorsements** attached to this **Policy**, **The Insurer** hereby agrees with **The Policyholder** as follows:

## Article 1. Interpretation

1. **The Policyholder** : means any entity or individual that submits a request for insurance and/or signs off on the quotation, and enters into a **Policy** with **The Insurer**. **The Policyholder** shall be responsible for paying the insurance premium and for fulfilling all rights, obligations, and responsibilities as prescribed by law and/or as stipulated in this **Policy**.
2. **The Insurer** : means Tokio Marine Insurance Vietnam Company Limited.
3. **The Insured** : means any entity or individual whose property, civil liability, health, life, obligations, or economic interests are insured under this **Policy**.
4. **The Vehicle Owner** : means the legal owner of **Motor Vehicle** or a person who is legally authorized by the owner to possess and use the **Motor Vehicle**.
5. **Vehicle** : includes **Vehicles**, motorcycles, and mopeds as defined by the Law on Road Traffic Order and Safety. These **Vehicles** must be owned, possessed, or legally used by **The Policyholder/Insured/Vehicle Owner**, be eligible for road traffic participation, and be listed or attached in the **Schedule**.
6. **Policy** : means the mutual agreement between **The Policyholder** and **The Insurer**, under which **The Policyholder** is obligated to pay the full premium, and **The Insurer** is obligated to indemnify **The Insured** or the Beneficiary upon the occurrence of an insured event.  
A **Policy** must be documented in writing and shall include:
  - **Proposal Form**;
  - **Policy** Wording;
  - **Schedule**;
  - The Certificate of Insurance;
  - **Endorsement** (if any).
7. **Proposal Form** : means the document that outlines the insurance requirements and commitments of **The Policyholder**, which is signed and stamped (if applicable) by **The Policyholder** and serves as the basis for **The Insurer** to consider and approve coverage by issuing the **Policy**. This document forms an integral and inseparable part of the **Policy**, provided in a standard format by **The Insurer** to **The Policyholder**, and may be issued either in hard copy or electronically via the website or online sales application for the purpose of establishing the **Policy**.
8. **Schedule** : means the summary of the terms, conditions, and limit of liability of the **Policy** or the Renewal **Policy** (in case of renewal), issued by **The Insurer** to **The Policyholder**.
9. **Endorsement** : means the integral and inseparable part of the **Policy**, issued by **The Insurer** to **The Policyholder** or **The Insured** to confirm amendments to the contents of a previously issued **Policy**, provided that **The Insurer** has agreed to **The Insured's** additional coverage requests.

## Article 2. Period of insurance

The insurance period start and end dates are specified in the **Schedule**.

## Article 3. Limit of Liability

The Limit of Liability under voluntary insurance for damage to health, life and property is specifically stipulated in the **Schedule**.

## Article 4. Scope of coverage

Except for the exclusions specified in **Article 6** below, it is hereby understood and agreed that the scope of coverage shall comply with the provisions of the Compulsory Civil liability Insurance of Motor Vehicle Owner as regulated by the Government of Vietnam in effect at the time the **Policy** is concluded.

## Article 5. Indemnity principles

After compensation for damages to health, life, and property has been settled under the effective Compulsory Civil liability Insurance of Motor Vehicle Owner, any remaining amount shall be considered compensating under the Voluntary Civil Liability Insurance based on the following principles :

### 1. Compensation for damage to health and life:

1.1. **The Insurer** shall indemnify based on the reasonable actual damage costs incurred (or potentially payable in accordance with applicable laws or a Court ruling) by **The Insured**, and in accordance with the following formula:

$$\text{Compensation amount} = \text{Actual damage costs} \times \text{Fault rate}$$

The compensation amount shall not exceed Limit of Liability and shall not be greater than the actual amount paid by **the Vehicle Owner** to the third party (after deducting the paid amount covered under Compulsory Civil Liability Insurance).

1.2. Reasonable actual damage costs include:

#### 1.2.1. Damage to health:

- a) Reasonable costs for treatment, recovery, and rehabilitation of lost or impaired health and bodily functions of the injured person, including:
  - Medical examination and treatment costs in accordance with the applicable laws on medical examination and treatment for the injured person; transportation costs for taking the injured person to and from the medical facility;
  - Health recovery costs for the injured person are calculated as one regional minimum daily wage per day of medical treatment, based on the number of treatment days recorded in the medical file;
  - Rehabilitation costs for lost or impaired health and bodily functions include expenses for restoring, supporting, or partially replacing the lost or impaired bodily functions of the injured person.
- b) Actual lost or reduced income of the injured person shall be determined as follows:
  - If the injured person has stable income from salary or wages, it shall be determined based on their salary or wage during the period of lost or reduced income;
  - If the injured person has the unstable income from salary or wages, it shall be determined based on the average salary or wage of the three consecutive months prior to the date of the incident. If this cannot be determined, the average income of similar labor in the locality shall apply. If that also cannot be determined, the compensation shall be one regional minimum daily wage per day of damage at the place of residence of the injured person. The regional minimum daily wage is calculated by dividing the monthly regional minimum wage, as stipulated by the government, by 26 days.
- c) Reasonable costs and actual lost income of the caregiver who looks after the injured person during the treatment period:

If the injured person loses work capacity and requires regular care, the damages shall include reasonable costs for caregiving.

Reasonable costs and actual lost income of the caregiver who looks after the injured person shall be determined as follows:

  - Reasonable costs for the caregiver who looks after the injured person during the treatment period include transportation costs, renting cost for accommodation at the average local rate near the medical facility where the injured person is being treated (if applicable);
  - The actual lost income of the caregiver during the treatment period shall be determined according to the guidelines in the point b of section 1.2.1 above;
  - If the injured person loses work capacity and requires regular care, the reasonable cost for caregiving shall be one regional minimum daily wage per day of care at the place of residence of the injured person.
- d) Other damages as prescribed by law or determined by Court ruling.

#### 1.2.2. Damage to Life:

- a) Health damages as specified in section 1.2.1 above, calculated from the time the person's health was harmed until the time of death.
- b) Reasonable funeral costs include costs for purchasing a coffin, cremation or burial, necessary items for preparing the body for burial, mourning cloths, incense, candles, flowers, hearse rental, and other expenses for burial or cremation according to local customs and traditions excluding expenses for rituals, offerings, meals, grave construction, or reburial.

- c) Support payments for dependents whom the injured person had a legal obligation to support or care for before death, determined as follows:
  - The support amount is based on the actual income and capacity of the person obligated to provide support and the essential needs of the dependent, but not less than one monthly regional minimum wage at the place of residence of the dependent per month;
  - The support period is calculated from the time the injured person's health was harmed;
  - Eligible dependents are those whom the deceased had a legal obligation to support under the Law on Marriage and Family.
- d) Other damages as prescribed by law or determined by Court rulings.

1.2.3. **The Insurer** shall not compensate for:

- Costs for hiring funeral bands or purchasing burial land;
- Compensation for emotional distress suffered by the injured person (unless ordered by a Court).

In cases where actual damages cannot be determined as specified above, or the basis for determining damages is incomplete, compensation may be made according to the **Compensation Table for Health and Life Damages** issued with the Compulsory Civil liability Insurance of Motor Vehicle Owner effective at the time the claim is settled.

1.3. In cases where the competent authority determines that the accident was entirely caused by a third party's fault, the compensation for health and life damages to third-party individuals shall be equal to 50% of the compensation amount specified in the Compensation Table for Health and Life Damages issued together with Compulsory Civil liability Insurance of Motor Vehicle Owner effective at the time the claim is settled, or as agreed (if any) between **The Insured** or the heirs of the injured person (if the injured person has died), or the legal representative of the injured person (if the injured person is legally incapacitated by Court decision or is a minor under the Civil Code), but not exceeding VND 150 million any one loss.

## 2. Compensation for property damage:

**The Insurer** shall compensate as follows:

$$\text{Compensation amount} = \text{Actual damage costs} \times \text{Fault rate}$$

The compensation amount shall not exceed Limit of Liability and shall not be greater than the actual amount paid by **The Vehicle Owner** to the third party (after deducting the paid amount covered under Compulsory Civil Liability Insurance).

3. **Fault rate of the Vehicle Owner/Driver:** shall be determined based on official records from competent authorities, or assessed by **The Insurer** based on collected documents that have been agreed upon with **The Vehicle Owner/Driver** and other relevant parties (according to the guidelines from the Insurance Association or other applicable legal documents or regulations from the Ministry of Finance effective at the time of the loss).

## Article 6. Exclusions

**The Insurer** shall not be liable in respect of:

1. Exclusions according to the regulations on Compulsory Civil liability Insurance of Motor Vehicle Owner issued by the Government of Vietnam are in effect at the time of signing this **Policy**.
2. Death or bodily injury to any person employed by the Passenger where such death or bodily injury arises out of or in the course of such employment.
3. Damage to property owned by or entrusted to or under the care, custody or control of **The Vehicle Owner/The Insured** or of the Passenger or being conveyed by such **Vehicle**.
4. Death or bodily injury to any person arising from and during employment with **The Vehicle Owner/Insured**.
5. Death or bodily injury to the driver, co-driver, passengers, or any other person being transported on, boarding, or alighting from the **Vehicle** at the time of the occurrence of the event out of which any claim arises.
6. Damage to any bridge, weighbridge, viaduct, or any road or anything located underneath caused by the vibration or by the weight of the **Vehicle** or by the goods being transported on that **Vehicle**.
7. Damage to underground pipes, lines, cables or any other underground installation systems.
8. Any liability arising from an agreement that would not have existed in the absence of such agreement.
9. Loss occurring outside the territory of the Socialist Republic of Vietnam.
10. At the time of the accident, the **Vehicle** does not have a valid certificate of technical safety and environmental protection as required by law

11. The **Vehicle** enters prohibited roads or areas (including stopping or parking), drives in the wrong direction, makes a turn or U-turn where prohibited, runs a red light, or fails to comply with the instructions of a traffic officer; does not use or inadequately uses headlights as required; or operates the **Vehicle** in reverse gear in a tunnel or on an expressway.
12. Racing (legally or illegally); using the insured **Vehicle** to tow another **Vehicle** in contravention of legal regulations.
13. Transporting goods illegally or failing to comply fully with safety regulations for loading, unloading, and transporting goods.
14. Losses arising from transporting explosives, hazardous waste, liquefied gas, or gasoline in contravention of legal regulations.
15. Losses resulting from civil unrest, strikes, or riots.
16. Losses caused by nuclear reactions, nuclear radiation, or radioactive contamination.

#### **Article 7. Policy termination**

During the insurance period, either party has the right to unilaterally terminate the **Policy** in accordance with applicable laws by providing written notice to the other party.

- a. In the event that **The Policyholder**/Insured unilaterally terminates the **Policy** before its expiry, **The Policyholder**/Insured must send the written notice to **The Insurer**. Within 30 working days from the date of receipt of such notice, **The Insurer** shall refund 70% of the premium corresponding to the remaining term of this **Policy**. **The Insurer** shall not refund any premium if an insured event has occurred prior to the termination of this **Policy**.
- b. In the event that **The Insurer** unilaterally terminates the **Policy**, within 30 working days from the date of written notice to **The Policyholder**/Insured, **The Insurer** shall refund the premium corresponding to the remaining term of this **Policy**.

#### **Article 8. Full or Partial Transfer of Benefits and Obligations**

When there is a change in ownership of the insured **Vehicle**, **The Insured** may propose to fully or partially transfer the benefits and obligations under this **Policy** to the new owner by submitting a written request to **The Insurer** no later than 15 days from the date of ownership transfer. **The Insurer** reserves the right to approve or reject such a proposal.

If **The Insurer** approves the transfer, the **Policy** shall be deemed transferred to the new owner of the **Vehicle** from the effective date of transfer of ownership of the Vehicle.

If **The Insurer** does not approve the transfer, it shall notify **The Insured** within 7 days from the date of receiving a valid request. In such case, **The Insurer** shall refund the premium for the remaining period in accordance with Article 7 of this **Policy**.

#### **Article 9. Changes in Insured Risks**

1. When there is a change in the factors used as the basis for premium calculation that results in a reduction of insured risks, **The Insurer** shall consider reducing the premium for the remaining insurance period. Upon receiving a written request for premium reduction from **The Policyholder**, **The Insurer** shall notify its approval or rejection of the reduction request and, if applicable, specify the timeframe for refunding the reduced premium.

In case **The Insurer** does not approve the premium reduction, **The Policyholder** shall have the right to unilaterally terminate the **Policy** in accordance with **Article 7** of this **Policy** wording.

2. When there is a change in the factors used as the basis for premium calculation that results in an increase in insured risks, **The Insurer** may recalculate the premium or decline to continue coverage under this **Policy** for the remaining insurance period if the insured risks increase. If **The Policyholder** does not accept to pay the additional premium, **The Insurer** may unilaterally terminate the **Policy** in accordance with **Article 7** of this **Policy** wording.

#### **Article 10. Insurance for multiple Vehicles under a single Policy**

In cases where multiple **Vehicles** are insured under a single **Policy**, the terms, conditions, and exclusions of this **Policy** shall apply to each insured **Vehicle** as if each had been issued a separate **Policy**.

If **The Policyholder** requests terminating **Policy** for some (but not all) **Vehicles** in a fleet insured under a single **Policy**, **The Insurer** may consider refunding the premium corresponding to the remaining insurance period of those specific **Vehicles**.

#### **Article 11. Notification and Loss Mitigation**

Upon the occurrence of a **Loss**, **The Policyholder** or **The Vehicle Owner** shall:

1. Immediately notify **The Insurer** for coordination in handling the incident, actively take rescue measures, mitigate damage to health, life, and property, and preserve the accident scene. Simultaneously, notify the nearest police authority or local government (except in cases of force majeure).

2. Not move, dismantle, or repair the damaged property without **The Insurer's** prior consent, except where necessary to ensure safety, prevent or mitigate damage to persons and property, or as required by competent authorities.
3. Within five (05) working days from the date of the accident (except in cases of force majeure), **The Policyholder** or **Vehicle Owner** shall send a written or electronic notice of the accident to **The Insurer**.

#### **Article 12. Loss survey**

1. Upon the occurrence of an insured event, **The Insurer** or a person authorized by **The Insurer** shall conduct an survey of the property damage in the presence of **The Insured**, relevant parties, or their legal representatives to determine the cause and extent of the **Loss**. The survey results shall be documented in writing and signed by all concerned parties. **The Insurer** shall bear the cost of the survey.
2. If **The Insured** disagrees with the cause or extent of the damage as determined by **The Insurer**, both parties shall agree to appoint an independent **Loss** adjustor to conduct the survey.
3. If the independent **Loss** adjustor's conclusion differs from that of **The Insurer**, **The Insurer** shall bear the cost of the independent survey. If the conclusions are consistent with **The Insurer's**, **The Insured** shall bear the cost.
4. In cases of force majeure or objective obstacles that prevent the assessment from being conducted, **The Insurer** may rely on reports, conclusions from competent authorities, and relevant documents to determine the cause and extent of the damage

#### **Article 13. Claim dossiers**

For each specific case, the Claim dossiers shall include one or more document(s) as follows

1. Notice of **Loss** and claim form (as per **The Insurer's** template);
2. Documents related to the **Vehicle** and the driver (copies certified by competent authorities or photocopies certified by **The Insurer's** staff after comparison with the originals or scanned images) includes:
  - a) **Vehicle** registration certificate (or a certified copy of the original registration certificate accompanied by the original, the valid receipt from the credit institution in lieu of the original registration certificate during the period the credit institution holds the original), or documents proving ownership transfer and origin of the **Vehicle** (in case the registration certificate is not available).
  - b) Driver's license.
  - c) Personal identification documents of the driver, such as Identity Card, Citizen Identification Card, Passport, or other valid personal documents.
  - d) Insurance certificate.
3. Documents proving health or life-related damages (Copies issued by medical institutions or copies verified by **The Insurer** after comparison with the originals or scanned images). Depending on the severity of the personal injury, one or more of the following documents may be included:
  - a) Injury certificate.
  - b) Medical records.
  - c) Extract of death certificate, notification of death, or confirmation document from the Police, or forensic examination results from the forensic authority in cases where the victim died in a **Vehicle** or due to a traffic accident.
4. Documents proving property damage:
  - a) Valid invoices, receipts, or evidence of repair or replacement of property damaged due to the accident (in cases where **The Insurer** carries out the repair or damage mitigation, **The Insurer** is responsible for collecting these documents).
  - b) Documents, invoices, and receipts related to expenses incurred by the motor **Vehicle Owner** to minimize losses or to comply with instructions from **The Insurer**.
5. Copies of relevant documents from the Police in cases of accidents causing death to third parties or passengers, or in cases requiring verification that the accident was entirely caused by a third party, including: Notice of investigation results, Verification and resolution of the accident, or Conclusion notice of the accident investigation.
6. Assessment report issued by **The Insurer** or its authorized representative.
7. Court decision (if any).

**The Policyholder** or **The Insured** is responsible for collecting and submitting to **The Insurer** the documents specified in Clauses 1, 2, 3, 4, and 7 of this Article. **The Insurer** is responsible for collecting the documents specified in Clauses 5 and 6 of this Article.

#### **Article 14. Time Limits for Claim Submission, Complaints, and Statute of Limitations**

1. The time limit for submitting an claim is one (01) year from the date **The Insured** event occurs. Any period during which a force majeure event or other objective obstacle occurs shall not be counted toward this time limit.

2. The time limit for filing a complaint regarding **The Insurer's** claim decision is ninety (90) days from the date **The Insured** receives **The Insurer's** claim notification. After this period, **The Insurer** shall not be responsible for resolving the complaint.
3. The statute of limitations for initiating legal proceedings related to the **Policy** is three (03) years from the date the dispute arises under the contract.
4. Any dispute arising from the **Policy** that cannot be resolved through negotiation between **The Insurer** and **The Insured/Policyholder** shall be referred to the dispute resolution forum specified in the **Schedule**.

**Article 15. Geographical Scope**

The geographical scope of this **Policy** is the territory of the Socialist Republic of Vietnam.

**Article 16. Governing Law**

This **Policy** shall be interpreted and governed in accordance with the laws of Vietnam.