

WORKERS' COMPENSATION LIABILITY INSURANCE POLICY WORDING

*(Issued in accordance with Decision No 11/2023-QDHN-TMIV dated 08th May 2023 by
General Director of Tokio Marine Insurance Vietnam Company Limited)*

Whereas the **Insured** is carrying on the business described in the Schedule and submits a proposal form to **Tokio Marine Insurance Vietnam Company Limited** (hereinafter called "**the Company**") and the **Policyholder** has paid or agreed to pay the premium in accordance with the Policy.

SECTION I: SCOPE OF COVER

The Company agrees that if during the Period of Insurance, any **Employee** of the **Insured** sustains a bodily injury by an **Occupational accident** or **Occupational disease** (referred to herein as the "**Insured event**") arising in the course of employment, the Company shall, subject to the terms, conditions, and exceptions of the Policy, indemnify **the Insured** against all sums for which **the Insured** is legally liable to pay compensation to the **Employee** in accordance with respective limits as below, and shall, in addition, pay all costs and expenses incurred by **the Insured** with the written consent of the Company related to the performance of such indemnification liability or the performance of defense for such indemnification.

- **Death or Total Permanent Disablement:** The compensation shall be 100% of the **Capital Sum**.

- **Partial Permanent Disablement:**

The compensation shall be determined by the formulas as follows:

a) $A = (1.5 + (R-10) * 0.4) * \text{Capital Sum} / 30$, in case of R being more than 10; or

b) $A = 1.5 * \text{Capital Sum} / 30$, in case of R being equal to or less than 10

Where:

A: Compensation amount.

R: Rate of working ability reduction (%): according to (i) Table of rates of bodily injury due to Injuries or Table of rates of bodily injury due to Illness, Disability as attached to the Joint Circular No. 28/2013/TTLT-BTY-BLDTBXH dated 27th September 2013 and Table of bodily injury rates due to Occupational Diseases as attached to the Circular No. 15/2016/TT-BYT dated 15th May 2016, or amendments, replacements in accordance with the Laws as updated from time to time; or (ii) according to the decision or written confirmation of the competent authorities on the assessment of the rate of working ability reduction.

- Allowance for loss of salary for **the Employee** who has been absent from work during medical treatment, occupational rehabilitation as prescribed by a doctor (limited to 12 month **Gross Monthly Salary** or the another number of months specified in the Schedule): Salary allowance is determined according to the Daily salary allowance multiplied by the number of days off work entitled to receive the allowance; in which, the Daily salary allowance is determined by the **Gross Monthly Salary** divided by 26 or another number of working days declared by the Policyholder in Schedule; the number of days off work entitled to receive allowance shall be specified in the Schedule as declared by the Policyholder, which may include weekdays, weekends (Saturday and/or Sunday) and exclude public holidays and paid leaves according to the Insured's specific working regime (unless otherwise specified in the Schedule).

At the time of determination of the **Employee's Total Permanent Disablement** or **Permanent Partial Disablement**, or when the doctor appointed by the Company concludes that the **Employee** is eligible to return to work whether or not the Employee's injury has completely healed or recovered, the Company shall terminate the payment of this Salary allowance.

- Medical expenses from first aid, emergency to the stable treatment of **the Employee**: including emergency transportation by ambulance to the nearest medical facility, emergency first aid, surgical or medical expenses, hospitalization, and other related necessary expenses, but in no case exceeds the limit specified in the Schedule for each **Occupational Accident/ Occupational disease**, provided that such expenses are reasonably and necessarily incurred for medical services from a legal medical facility and prescribed by such doctor, surgeon, medical expert at that facility.

SECTION 2: DEFINITION

For the purpose of this Policy, the following terms, wherever they appear in the Policy, shall mean:

1. The Insured

An organization listed as the **Insured** in the Schedule, having a role as an Employer or a Labor Outsourcing Company.

2. Employee

An individual who works for **the Insured** by an agreement is paid a salary and is under the management, administration, and supervision of the Insured in which, the Insured is responsible for the **Occupational Accident** or **Occupational Disease** that happens to the individual in accordance with **the Legislation**, including but not limited to employees, apprentices, trainees, probationary staff and depending on the declaration of the Policyholder and the provisions in Schedule.

3. Accident

Any unexpected event, caused by an external impact that occurs to **the Employee** during the Period of Insurance is the direct cause of **the Employee's** injury and occurs beyond the control of **the Employee**. Burns, drowning, suffocation of poisonous fumes or gas, electric shock are also considered **Accidents** under this Policy provided that such **Accidents** are not the result of or arising out of or in connection with the intentional actions of **the Employee**.

4. Occupational Accident

An **Accident** that causes injury to any part or function of the body or causes the death of an **Employee**, occurs in the course of employment and in connection with the execution of the work or task assigned. The occurrence of an **Occupational Accident** must be associated with the following circumstances:

- During or out of working hours at the **Employee's** workplace in accordance with the Insured's regulation.
- When performing duties or complying with the directions of **the Insured** outside the workplace.
- During the transit from the place of residence to the place of work or from the place of work to the place of residence according to a reasonable route and time.

5. Occupational Disease

A disease caused by the effect of harmful conditions of work on **the Employee**. The List of **Occupational Diseases** shall be established by the competent authority from time to time.

6. Total Permanent Disablement

A bodily injury that leads to a reduction in **the Employee's** working ability of 81% or upward based on the certification by the competent authority.

7. Partial Permanent Disablement

A bodily injury that leads to a reduction in **the Employee's** working ability of between 5% and less than 81% based on the certification by the competent authority.

8. Gross Monthly Salary

The **Employee's** salary as declared by the Policyholder and specified in Schedule. In case the Schedule does not include the declaration of the **Employee's gross monthly salary**, the **gross monthly salary** shall be understood as the **Employee's** salary including the basic salary, salary allowance and other additional payments according to the provisions of the labor law and the specific provisions in the labor contract of the **Employee**. Any compensation payment calculated based on the **Gross Monthly Salary** shall mean the salary of the month right before the occurrence of the **Insured Event** or at the time of determination of **Insured Event**.

9. Capital Sum

Thirty (30) months **Gross monthly salary** or Number of months of **Gross Monthly Salary** or a fixed amount as specified in the Schedule at the discretion of the **Insured**.

10. Legislation

The Labor Code, the Law on Occupational Safety and Hygiene, relevant laws and guidance documents on the implementation of current laws, including their amendments and supplementations from time to time.

SECTION 3: EXCEPTIONS

The Company shall not be liable in respect of, or shall not pay for any amount relating to or arising out of:

1. any liability of the **Insured** which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
2. the **Insured's** liability to employees of independent contractors engaged by the **Insured**.
3. any **employee** of the **Insured** who is not an "**Employee**" within the meaning of the **Legislation**.
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. any injury by accident or disease of the **Employee** attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
6. any liability of whatsoever nature directly or indirectly caused to the **Employee** by or contributed by or arising from:
 - a. nuclear weapons materials.
 - b. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
7. any injury to any **Employee** of the **Insured** resulting from an **Accident** which is directly caused by or contributed by the **Employee** under the influence of medicines. But this exclusion shall not apply in case of medicines being prescribed for any treatment of the Employee by a medical facility or a lawful medical practitioner other than for treatment of drug addiction;
8. any injury to any **Employee** of the **Insured** resulting from an **Accident** or **Occupational accident** which is directly caused by or contributed by the **Employee** under the influence of alcoholic beverages (such as wine, beer) unless it can be established to reasonable satisfaction by any claimant that alcoholic beverage was not a factor contributing to the happening of the **Accident** or **Injury**;
9. any injury of the **Employee** resulting from food, or drinks poisoning.
10. **Employee's** medical expenses for products classified as organic substances, dietary supplements, cosmetics, and nutritional milk.
11. any injury or death resulting from deliberate self-injury or the deliberate aggravation of injury by the **Employee**.
12. **Accidents, Occupational accidents** or **Occupational diseases** which occurred to the **Employee** and medical expense arising from above events arising outside the territorial limit specified in the Schedule.
13. any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from manufacture, supply, handling or processing of asbestos or asbestos-related products.
14. any injury to any **Employee** resulting from a fight, provoking or inciting a fight, except when in self-defense.
15. any violation of laws by the **Employee**. In case the **Employee** has an alcohol content while driving, this exclusion shall be applied only when the alcohol content is above 50 milligrams/100 milliliters of blood or 0.25 milligrams/ 1 liter of breathing air.
16. any violation of laws by the **Insured**.

SECTION 4: GENERAL CONDITIONS

1. Proposal form (if any), Policy Schedule/ Certificate, Policy wording, and any endorsements arising there from shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy wording or of the Schedule shall bear such specific meaning wherever it may appear.
2. In so far as it is not prohibited by the **Legislation**, the **Insured** shall at all times observe, comply and fulfill the terms and conditions of this Policy; simultaneously, the **Insured** shall comply the Legislation in the event of an **Occupational accident** or **Occupational disease** occurred to the **Employee**.
3. The truthfulness of the statements and answers in the proposal shall be the basis for the Company's consideration and issuance of this Policy and shall be conditions precedent to any liability of the Company to make any payment to the **Insured** under this Policy.
4. All certificates, information, and evidence, for any purpose of this Policy's implementation, must be provided at the **Insured's** own expense in the form and nature required.
5. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
6. **The Insured** shall take all reasonable and/ or statutory precautions to prevent and limit the possibility of **Occupational accident** or **Occupational disease** of the **Employee**.
7. In the event of any **Occupational accident** or **Occupational disease** of the **Employee** which may give rise to a claim under this Policy,

- the **Insured** shall give notice within 72 hours of the awareness of such information.
8. Every correspondence, claim, writ, summons, and notice of the court relating to the **Insured's** liability under this Policy shall be notified or forwarded to the Company immediately upon receipt. Notice shall also be given to the Company immediately when the **Insured** shall have knowledge or have information of any substantial investigation, interrogation, prosecution, and indictment relating to such **Occupational accident** or **Occupational disease**.
 9. No admission of liability, offer, promise, or payment of indemnity shall be made by the **Insured** without the written consent of the Company. The Company shall be entitled as it so desires to take over and conduct in the **Insured's** name the defense or settlement of 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 such information and assistance as the Company may require.
 10. Provided always that in the event of any change in the **Legislation** or the substitution by other **Legislation** that affects the scope of cover specified in the issued Policy, the Company reserves the right to unilaterally terminate this Policy in accordance with Condition 12 of this section or allow the Policy to remain in force on the basis that the **Policyholder** agrees to pay an additional premium at the request of the Company.
 11. During the Period of insurance, if the **Insured's** nature of the business specified in the Schedule is changed in such a way as to increase the risk of **Occupational accident** or **Occupational disease** to any **Employee**, the Company reverses the right to review and terminate the coverage for the **Insured's** liability to such affected **Employee** before the occurrence of any **Occupational accident** or discovery of **Occupational disease** of the **Employee**, or at the time the Company has knowledge of such change in business.
 12. The **Policyholder** or the Company may terminate this Policy at any time by giving 7 days' notice in writing to the other party and the Company shall return pro-rata premium of the remaining period of insurance. The refund shall not be applied if the **Policyholder** or the **Insured** has made any claim, or the loss ratio of the Policy is more than 60% until date of termination.
 13. If an illness or disability existed before the occurrence of the insured event or occurred after the insured event which was not caused by the **Accident**, but aggravates the consequences of such **Accident**, the Company shall be liable only for the probable consequences of that **Accident** when it is not aggravated by such illness or disability.
 14. At any time after the happening of any **Occupational accident** or **Occupational disease** to the **Employee** giving rise to a claim or series of claims under this Policy, the Company may pay to the **Insured** the full amount of the compensation by the provisions of the Policy and relinquish its right to participate in any litigation or defense and the Company shall not be responsible for any additional damage or liability to **the Insured** as a reason for the Company's act or omission in connection with the participation in such litigation or defense and the Company shall not be liable for any costs or expenses whatsoever incurred by the **Insured** or any claimant or other third party after the Company relinquishes its right to participate in any litigation or defense.
 15. Other Insurance: If at any time any claim arises under this Policy and other insurance covering the same liability exists, the Company shall not be liable to pay or contribute more than their ratable proportion of such claim and costs and expenses.
 16. Subrogation: After the Company pays the indemnity, **the Insured** is responsible for transferring to the Company the right to claim a third party (other than the **Employee**) for reimbursement of the amount that the Company has indemnified if the third party is responsible for compensation for the **Employee's** Occupational Accident, and Occupational Disease. **The Insured** is responsible for providing the Company with the necessary documents and relevant information as agreed in the Policy or requesting of Company, and to perform and authorize all works and action deemed necessary or reasonably required by the Company to assist and secure the fulfillment of the Company's claim against third parties.
 17. Medical expense benefit will not be paid if there is another valid and collectible insurance policy, or when **the Insured/Employee** receives compensation from another source for Occupational Accidents or Occupational Disease. However, the Company is still liable to pay the amount in excess of the amount payable under the other insurance policy or the aforesaid source of indemnity, subject to the benefit limit of this Policy.
 18. Representations: **The Insured** warrants that in the event that the **Insured** fails to comply with any of the terms of this Policy, **the Insured** shall refund to the Company all sums paid by the Company.
 19. Changes of the **Employee** and the **Employee's Gross Salary**:
 - a. All additional **Employees** of the **Insured** are automatically covered from the commencement of their employment, the **Insured** is to undertake to notify any changes of **Employee** within 60 days from the date of the change.
 - b. If the number of **Employees** increases or decreases in a single change is equal or greater than 25% of the total number of **Employees** declared at the beginning of the insurance period, the Company shall have the right to adjust the premium immediately by requesting for the **Policyholder's** payment of an additional premium or refunding the premium to the **Policyholder**.
 - c. If the number of **Employees** increases or decreases in a single change is less than 25% of the total number of **Employees** declared at the beginning of the insurance period, the Company shall adjust the premium at the end of insurance period by requesting for the **Policyholder's** payment of an additional premium or refunding the premium to the **Policyholder**.
 - d. All changes in **Gross Salary** of the **Employee** are automatically covered immediately from the date of the change in **Gross Salary** that takes effect for the **Employee**, or from the date the **Policyholder** declares the adjustment of **Gross Salary** to the Company. However, the **Insured** is to undertake to notify any changes in **the Gross Salary** of the **Employee** within 60 days from the date of the change.
 20. Payment of Benefit to the **Employee**: Any salary allowance under the scope of cover shall be calculated based upon the **Monthly Gross Salary of the Employee** in effect at the time of the **Insured** event.
 21. Governing Law: The execution and implementation of the Policy shall be interpreted and governed according to the Vietnamese Law.
 22. Disputes Resolution: Any dispute arising out of or relating to this Policy, shall, if it cannot be resolved on the basis of amicable negotiation, be settled at the competent body as specified in the Schedule.
 23. Claim Procedure: The **Policyholder** and **the Insured** agree to comply with the Claim Handling Guidelines of the Workers' Compensation Liability Insurance published from time to time by the Company.
 24. When the Company has paid compensation for a claim of **the Insured** but there are bases to determine such claim is fraudulent, or there is no liability of the **Insured** to the **Employee**, the Company shall reserve the right to request the **Insured** to refund all the received compensation amount (if any).

ADDITIONAL CLAUSES (DEFAULT APPLICATION)

Extension Clause for the Employees suffering from Occupational accident during a particular situation

It is hereby understood and agreed that, in the event of the **Employee's** Death or **Permanent Disablement** due to **Occupational accident** when performing duties or complying with the directions of **the Insured** outside the workplace or during the transit from the place of residence to the place of work or from the place of work to the place of residence according to a reasonable route and time, this Policy is extended to cover for such **Occupational accident** even due to 100% of **the Employee's** fault and the Company shall pay an amount equal to 40% of **Capital Sum** specified in the Schedule.

Extension Clause for the Insured's Intern

It is hereby understood and agreed that this Policy is extended to define an **Employee** including the **Insured's** intern according to a written internship agreement, whether paid or unpaid of salary or wage, or allowance, who under the management, administration, supervision of **the Insured**, as declared by the **Policyholder** and specified in the Schedule. The **Gross Monthly Salary** (if applicable) shall be such amount of salary or wage, allowance.