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# Liberty Dynamic SMECare



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## LIBERTY DYNAMIC SME

### Your duty of disclosure

Before you enter into a contract of non-life insurance with us, you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, vary or reinstate a contract of non-life insurance.

Your duty however, does not require the disclosure of matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with your duty is waived by us.

### Non-disclosure

If you fail to comply with your duty of disclosure we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

### Introduction

The Policy, Schedule and Endorsements (if any) are to be read together and any word or expression to which a specific meaning has been given shall bear such meaning wherever it may appear unless otherwise specifically stated. Marginal notes or headings do not form part of the Policy but are used solely for identification.

This Policy sets out the definitions, terms, exclusions and conditions of insurance provided by us and the operative sections of the Policy are shown on the Schedule.

We ask you to read this Policy, the Schedule and any Endorsements carefully so that you are aware

of the terms and conditions and if these are not completely in accordance with your intentions to contact your Broker, agent or the issuing office.

Please bear in mind that no insurance policy covers everything and in those Policy Sections operative, cover is only provided against the risks stated and is subject to the definitions, terms, exclusions and conditions of the Policy.

If you have elected to insure your building and contents (excluding stock) for Reinstatement and Replacement costs, the sum insured should represent the full replacement value at new costs and if this is not done losses may not be paid in full. It is your responsibility to ensure adequacy of sums insured and you should re-assess these sums insured during the currency of the Policy and prior to renewal each year.

### General definitions applying to all sections of this policy

In this Policy unless the contrary intention appears the following expressions shall have the following meanings;

**"Vietnam"** - the Socialist Republic of Vietnam.

**"Business"** - the trade or occupation described in the Schedule carried on at and from the Insured Premises (and no other for the purpose of this insurance).

**"Business Hours"** – your working hours (including overtime) at your office during which you or your employees are on the premises for the purpose of your business.

**"Deductible"** - the amount specified in the Schedule, payable by you on each and every claim arising out of one event under relevant Policy Section.

**"Insured Premises"** – the Insured Premises specified in the Schedule

**"Money"** - Money means cash, bank and currency notes, cheques, money orders, postal orders and current postage stamps, credit card, sales vouchers, revenue stamps, bonds, bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or



any other negotiable instrument all belonging to You or for which You are legally responsible.

**"Period of Insurance"** - the duration of this Policy for the period specified in the Schedule or any renewal period for which the appropriate premiums are paid in each case.

**"Policy"** - this Policy together with any Schedule and Endorsement.

**"Safe or Strongroom"** - a container or structure which has been specifically designed for the safe storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorized opening by hand- held or power operated tools.

**"Schedule"** - the current Schedule of Insurance attached to this Policy and is issued by us signed by Our Authorized Representative.

**"We" "us" or "our"** - Liberty Insurance Limited established under Establishment and Operation License No. 40GP/KDBH issued by the Ministry of Finance of the Vietnamese Government on 15 November 2006 (as amended), having its registered address at Level 15, Kumho Asiana Plaza, 39 Le Duan Street, District 1, Ho Chi Minh City, Vietnam.

**"You" or "your"** - the Insured named in the Schedule.

### Insuring Agreement

Subject to your carrying on the Business described in the Schedule and no other for the purpose of this insurance and payment or the agreement to pay the initial and any subsequent renewal premium in amounts we require, we agree to provide you with the insurance you have selected and as specified in the Schedule during the Period of Insurance, on the terms and conditions of this Policy.

The limits of the sum insured are specified in the Schedule and we may, at our option, settle any claim by payment, replacement or repair.

We agree to accept the designations under which such property has been entered in your book in computing the respective sums insured.

This Policy is based upon the information provided in the proposal form which is incorporated in this contract.

## Section I – Property (Fire and Other Insured Events)

### 1. Definitions

**"Flood"** – the inundation of normally dry land by water escaping from or released from the normal confines of any natural water course or lake (whether or not altered or modified) or any dam, reservoir or canal but does not include tidal waters.

**"Sea"** - oceans, bays, ports or tidal waters.

**"Water"** - includes snow, sleet or hail.

### 2. Cover

We will indemnify you up to the limits specified in the Schedule, less the Deductible, in respect of physical loss or damage to:

- 2.1** buildings and outbuildings in which the business is carried on, including fixtures and fittings attached to the buildings, underground and overhead services, walls, gates and fences and all other improvements of a structural nature at the Insured Premises, being your property of that or for which you are legally responsible;
- 2.2** contents of every description excluding stock but including fittings and improvements within the boundaries of the property at the Insured Premises being your property or for which you are legally responsible;

Contents do not include:

- (a)** vehicle, watercraft, aircraft;
- (b)** caravans or trailers;
- (c)** money, currency notes, cheques, securities, obligations, stamps, redeemable vouchers;
- (d)** precious stones, precious metal, antique;



- (e) manuscripts, drawings, designs, documents; computer system records, plans, business books, patterns, models, molds;
- (f) livestock, animals, birds or fish, standing timber, growing crops, trees and pastures;
- (g) stock and material in trade

**2.3** stock at the Insured Premises, manufactured, unmanufactured or in the course of manufacture being your property or for which you are legally responsible including all stock which you may acquire during the Period of Insurance;

**2.4** rent (plus outgoings as defined or specified in any lease) payable by you or to you whilst the Insured Premises are uninhabitable as a result of its damage;

directly caused by the following insured events from 3.1 to 3.10.

### 3. Insured Events

#### 3.1 Fire but excluding loss destruction or damage:

- (a) by its own fermentation, natural heating or spontaneous combustion;
- (b) by its undergoing any process involving the application of heat;
- (c) to any item caused by scorching, melting, or charring without flames.

**3.2** Lightning or thunderbolt but excluding loss destruction or damage caused by fluctuations in the power supply, unless there is evidence that the damage was caused by a lightning strike.

#### 3.3 Storm, tempest, flood and Water

Storm, tempest flood and water including water discharged from water mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water, but not loss or damage:

- (a) by Sea, tidal wave, high water, erosion, subsidence, landslide, mudslide or settling;
- (b) by steam or condensation;
- (c) by Water or rain other than by Water or rain entering the building through openings made in its fabric by the direct force of the storm or tempest.
- (d) to gates, fences, retaining walls, textile awnings, blinds or signs; or
- (e) to property in the open air unless such property comprises part of permanent structure designed to function without the protection of walls or roofs.

The reasonable costs incurred in locating the source of insured loss of damage, where such loss or damage is caused by bursting or leaking of any water mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water is included.

#### 3.4 Sprinkler Leakage

- (a) Water discharged or leaking from any automatic sprinkler or drencher installation or tank connected therewith.
- (b) The indemnity granted shall include expenses incurred for attendance of the Fire Brigade for the purpose of shutting off the water supply following accidental discharge of water from the automatic sprinkler or drencher system or the cost of removal of such water or cleaning operations incidental thereto.

However, this clause 3.4 shall not include the cost of cleaning up any pollutant material which has gone beyond the boundaries of the Insured Premises or has entered the public drainage system or any creeks or waterways.

#### 3.5 Impact

- (a) vehicles designed for use on land;
- (b) animals, excluding animals kept on the Insured Premises.



### 3.6 Explosion

All explosions including explosion of boilers used for domestic purposes only but excluding:

- (a) damage to boilers and/ or economizers and/ or pressure vessels and their contents resulting from the explosion thereof; and
- (b) damage to property which is insured by any other policy covering boiler explosion, except for any amount beyond that payable for damage to the property under such other policy.

### 3.7 Earthquake

Earthquake, subterranean fire or volcanic eruption; or Fire occasioned by or in consequence of earthquake, subterranean fire or volcanic eruption. Provided that any loss or damage to the property insured occurring during any one period of Seventy Two (72) consecutive hours to the Insured Property, shall be deemed as a single event and therefore to constitute one loss with regard to the deductible provided for herein. For the purpose of the foregoing the commencement of any such 72 hours period shall be decided at your discretion. It is understood and agreed however that there shall be no overlapping in any two or more such 72 hours period in the event of damage occurring over a more extended period of time. We shall not be liable for any loss caused by an event occurring before the effective date and time of this Policy, nor for any loss occurring after the expiration date and time of this Policy.

### 3.8 Aircraft

Aircraft and other aerial devices and/ or articles dropped therefrom.

### 3.9 Riots and Strikes

The acts of:

- (a) persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in Labour disturbances or malicious persons action on behalf of or in connection with any political organization, but excluding damage caused directly or indirectly by
  - i) total or partial cessation of work or the retarding or interruption or cessation of any process or operation; or
  - ii) malicious erasure loss distortion or corruption of information on computer systems or other records programs or software
- (b) any lawfully constituted authority in connection with the acts referred to in Clause 3.9(a).

### 3.10 Vandalism

The acts of vandals or persons of malicious intent (including persons carrying out a theft or attempted theft) but excluding-

- i) loss or damage caused by tenants; or
- ii) loss or damage caused by persons specified in Insured Event 3.9; or
- iii) theft of property

provided that you have to inform the police immediately of any damage.

### 3.11 Theft

- (a) theft or attempted theft consequent upon the actual forcible and violent entry into the building(s) at the Insured Premises;
- (b) theft or attempted theft thereof by a person concealed at the Insured Premises followed by his/her forcible and violent exit therefrom after Business Hours;
- (c) assault or violence, violent intimidation threat thereof to you or your employees

but excluding any loss by:



- i) theft in which any of your directors is involved as a principal or accessory;
- ii) theft of property at any yard, garden or theft from which access to the Insured Premises has been gained through an open gate.

We will not cover loss or damage to:

- i) Money;
- ii) documents, patterns, models, molds, plans or designs, unless specified in the Schedule;
- iii) tobacco, cigarettes or cigars, unless specified in the Schedule

provided that you have to inform the Police immediately of any Insured Event.

#### 4. Additional Benefits

Subject to the total payment for any one claim for an Insured Event shall not exceed the Total Sum Insured shown in the Schedule except in respect of Clause 4.3, We will cover:

##### 4.1 Rewriting of Records

The cost of clerical labour expended in research and in writing up documents and business books damaged as a result of an Insured Event but only up to a limit of ten percent (10%) of the contents and stock sum insured.

##### 4.2 Property Temporarily Removed

Property temporarily removed from the Insured Premises to any other Insured Premises within Vietnam (and in transit there and back) excluding stock already sold and in transit to a customer, up to an amount of ten percent (10%) of the contents sum insured.

##### 4.3 Peak Period Increases

Peak period increases of twenty percent (20%) in the stock sum insured during the following period (unless otherwise shown in

the Schedule) from twenty five (25) days before Christmas Day or Vietnamese Lunar New Year to the tenth (10) day following, both days inclusive;

##### 4.4 Architects and Other Fees

Architects, surveyors and legal fees, all necessarily incurred in the repair or reinstatement of damage to your property following loss or damage for which a claim is admissible under this Section but only the extent that the sum insured on that item is not otherwise exhausted and shall be limited to 10% of Sum Insured of that item.

##### 4.5 Capital Additions

Capital additions to the property insured, excluding stock, up to an amount of ten percent (10%) of the sum insured on such property or the amount specified in the Schedule, whichever the greater.

##### 4.6 Fire Extinguishment

The costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the immediate vicinity of the property insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to the property insured including damage to gain access to extinguish the fire.

Payment under this cover shall not exceed 10% of Total Sum Insured.

##### 4.7 Removal of Debris

The cost of removal, and disposal of debris or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs as a direct result of an Insured Event up to the sum of 10% of Sum Insured or the amount specified in the Schedule, whichever the greater.



#### 4.8 Employee's tools, Equipment and Clothing

The cost of employee's tools, equipment and clothing (excluding vehicle) not otherwise insured against loss or damage resulting from an insured event whilst at the Insured Premises up to the sum of **VND 10,000,000** or the amount shown in the Schedule, whichever the greater.

#### 4.9 Landscaping

The cost of loss or damage to Landscaping which shall include trees, shrubs, plants and lawns, including expenses reasonably incurred in clearing cleaning or repairing drains, gutters, sewers, piles, tanks or fixed apparatus resulting from an insured Event (other than Event 3.3)

Our liability shall not exceed the sum of **VND20,000,000** anyone Insured Event or the amount shown in the Schedule, whichever the greater.

#### 5. Basis of Settlement of Claims (not applicable to rent)

Unless otherwise specified in the Schedule, We may, at our option, settle any claim by payment, replacement or repair.

#### 6. Reinstatement and Replacement

6.1 "Reinstatement and replacement" shall mean:

- (a) where property (excluding stock) is destroyed, if a building the rebuilding thereof or, if property other than a building the replacement thereof by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property (excluding stock) is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as it is new but

not better or more extensive than its condition when new;

6.2 The basis of settlement of any claim shall be the cost of reinstatement of the property destroyed or damaged at the time of such destruction or damage as follows;

- (a) The work of rebuilding, or replacement, or repairing as the case may be (which may be carried out upon another site and in any manner suitable to your requirements but subject to our liability not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which we shall effect settlement on an indemnity basis.
- (b) When any property to which this Clause applies is damaged or destroyed in part only, our liability shall not exceed the sum specified in the Schedule.
- (c) No payment beyond the amount which would have been payable under this section shall be made until a sum equals to the cost of reinstatement shall have been actually incurred.

#### 7. Extra Cost

We will also pay in respect of property (excluding stock) insured under this Section the extra cost of reinstatement including demolition or dismantling of such property necessarily incurred to comply with the requirements operative at the time of reinstatement of;

- (a) any Law, Decree or Regulation made thereunder; or
- (b) any Regulation of any local authority or other legal authority,

Provided

- i) the work of reinstatement (which may be carried out wholly or partially upon another site if the aforesaid Law, Decree or Regulation of any local authority or other legal authority so necessitates subject to our liability not being thereby increased) must be



commenced and carried out with reasonable despatch failing which we shall not be liable to make any payable under this Section if this Clause had not been incorporated therein;

- ii) the amount recoverable shall not include the additional cost incurred in complying with any such Law, Regulation, Decree requirement with which you had been required to comply prior to the happening of the damage;
- iii) Clause 9 shall not be applied to the amount recoverable under this Clause;
- iv) if the cost of reinstatement of the damage directly caused by any of the Insured Events is less than fifty percent (50%) of what would have been the cost of reinstatement of the property insured had such property been destroyed, the amount recoverable shall:
  - (a) be limited to the extra cost necessarily incurred in reinstating only that portion damaged; and
  - (b) not include any extra cost in relation to any portion of the property not damaged; and
  - (c) not exceed, in any event, the sum which we could have been called upon to pay if such property had been wholly destroyed.

## 8. Average relief

In the event of loss or damage to property, if:

- (a) at the time of the reinstatement or replacement, the sum insured does not represent more than 85% of reinstatement or replacement value of the property lost destroyed or damaged, if reinstatement value is applied
- (b) at the time of the loss, the sum insured does not represent more than 85% of the indemnity value of the property lost destroyed or damaged, if indemnity value is applied

then you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, of this Section shall be separately subject to this condition.

## 9. Supporting expenses during closure period

We will provide support to You in respect of the additional expenses in restoration of the Business at the Insured Premises following closure of the whole Insured Premises resulting from Damage insured under Section I which prevents you from conducting your normal business operations at the Insured Premises.

The amount of supporting expenses shall be calculated at the stated amount per day for the actual closure period from the 4th day subject to a maximum of 60 days for the period of insurance.

## 10. Accidental Death Compensation

If your present proprietor, principal partner or director whilst at the Insured Premises shall suffer bodily injury as a result of the occurrence of fire or thieves insured under Section I if such bodily injury shall within three calendar months from the date of the occurrence directly result in death, we will pay compensation to you in trust of the death persons.

This benefit will not apply to insured persons who are not from 18 to 65 years of age and who suffer from mental illness or over 50% permanent disabilities

Our liability under this coverage is subject to the limit of liability per person as stated in the Schedule and up to 2 persons during the period of insurance.

## Special Extension: Portable Property

### 1. Definition

**"Insured Item"** - The items which are specified in the Schedule including carrying case and usual



accessories and which are owned by you or for which you are legally responsible.

**“Insured Loss”** - A loss arising from sudden and unforeseen accidental loss or damage; malicious damage; or theft, resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of any building or vehicle containing the Insured Item.

## 2. Cover

We will insure the Insured Item against Insured Loss anywhere in Vietnam and

- at our option, repair or replace any lost or damaged Insured Item, or pay the amount of the loss or damage up to the current market value or the limit of the Sum Insured stated in the Schedule, whichever is the lesser, less the Deductible;
- will not be responsible for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from an Insured Loss;
- in the case of a claim where the Insured Loss is confined to part of an Insured Item, we shall be liable to indemnify in respect of that part plus the cost of any necessary dismantling and reassembling.

## 3. Exclusions

We shall not be liable for any loss or damage directly or indirectly caused by:

- 3.1** Mechanical, electronic or electrical breakdown or derangement unless as a consequence of Insured Loss;
- 3.2** Cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of Insured Loss;
- 3.3** Loss or damage caused by rust, or oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to the Insured Item;

**3.4** The action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear, and/or depreciation;

**3.5** Dishonesty by you or others to whom the Insured Item may be delivered, entrusted, loaned or rented;

**3.6** Occurring outside Vietnam unless an extra premium has been paid for Worldwide cover and is stated in the Schedule.

**4.** We shall not be liable for loss or damage to any sporting equipment whilst in use.

**5.** We shall not be liable for any consequential loss or damage.

## Section II – Money

### 1. Cover

We will indemnify you up to the limits specified against each items in the Schedule less Deductible in the event of:

- 1.1** Unforeseen and sudden loss of Money belonging to the Insured or for which the Insured is legally responsible occurring:
  - (a)** at the Insured Premises:
    - i)** during Business Hours, or
    - ii)** in a locked drawer, safe or strong-room outside Business Hours
  - (b)** whilst in transit by car within Vietnam
- 1.2** Inclusive in the limit of Money at the Insured Premises, the cost to repair or replace the drawer, safe or strong-room not otherwise insured directly associated with any theft of Money or attempt thereat.

Provided that this Section shall not cover loss of Money from locked drawers, safes or strong-rooms following the use of the keys or combination numbers unless the keys or combination numbers are obtained by threat or violence. Provided also that whenever the Insured Premises are left unattended, the keys to the locked safes or strong-rooms and record of the combination numbers must be removed from the

Insured Premises by You or any of your employees.

## 2. Additional Benefit

### Peak Period Increases

Peak period increases of twenty per cent (20%) in Sums Insured during the following periods (unless otherwise shown in the Schedule).

- 2.1 from twenty five (25) days before Christmas Day and Vietnamese Lunar New Year to bank closing time on the first banking business day thereafter both days inclusive;
- 2.2 on Vietnamese public holidays, such period to include adjoining weekend periods. Our liability under this clause shall cease at Bank closing time on the first banking business day following the Vietnamese Public holidays.

## 3. Exclusions

We will not cover loss of Money:

- 3.1 due to shortage resulting from clerical or accounting errors or loss due to errors in receiving or paying out;
- 3.2 not discovered within two (2) working days of the occurrence;
- 3.3 due to your fraud or dishonesty or that of any member of your family, directors or your employees;
- 3.4 due to counterfeit money used or discovered;
- 3.5 carried by professional money carriers, or by any other person other than your directors and/or employees;
- 3.6 from any unoccupied vehicle;
- 3.7 from any safe or strongroom opened by a key or by use of details of combination which have been left on the Insured Premises during non-Business Hours;
- 3.8 caused by ordinary theft, shoplifting, theft by trickery and all other types of theft which do not involve direct threat or violence against persons;
- 3.9 contained in vending, gaming and amusement machines;

- 3.10 due to ordinary wear and tear, moth, vermin, termites or other insects;
- 3.11 due to manipulation or misuse of electronic data processing equipment;
- 3.12 due to depreciation or currency fluctuation, or consequential loss of whatever kind or description

## 4. Burglary Protection Condition

(not a condition unless indicated in the Schedule)

It is a condition that:

- 4.1 the burglar alarm system ("the System") installed in the Insured Premises will be subject to the continuing maintenance contract with an installing engineer and will be examined and tested by such an engineer at not more than six (6) monthly intervals and at all times will be maintained in good condition and efficient working order. The System shall be tested each business day;
- 4.2 the System will be operative whenever the Insured Premises are left unoccupied.

and compliance with this condition shall be a condition precedent to our liability.

## 5. Warning - Escorted Money

This insurance is provided on the understanding that money is accompanied by at least two responsible able bodied adults if more than **VND 200,000,000** or any other currency equivalent to the mentioned amount is in transit at any one time.

## Section III - Board form Public and Product Liability

### 1. Definitions

"Aircraft" - any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.



**“Medical Persons”** - legally qualified medical practitioners, legally qualified registered nurses, dentists and first aid attendants.

**“Occurrence”** - an event including continuous or repeated exposure to substantially the same general conditions, which results in Bodily Injury or Property Damage neither expected nor intended to happen by You.

**“Bodily Injury”** - bodily injury (including death and illness), disability, shock, mental anguish or mental injury;

**“Pollutants”** - any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**“Property Damage”**

- physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction;
- loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence.

**“Vehicle”** - any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of these machines.

**“You/Your”** in this Section means::

- (a) the named Insured nominated in the Schedule;
- (b) all Your subsidiary companies (now or hereafter constituted) if their places of incorporation are within Vietnam;
- (c) directors, executive officers, employees, shareholders in Your Business or in a company designated in clause (b) but only while acting within the scope of their duties in such capacity;
- (d) all principals nominated in any contract or agreement You or a company designated in clause (b) enter into for the liability of any such principal arising out of Your work in Your performance of the contract but limited

in all to the extent of coverage and Limit of Liability as provided for in this Section;

- (e) every office bearer or member of social and sporting clubs, canteen and welfare organizations formed with Your consent in respect of claims arising from their duties connected with these activities. This cover does not apply to any person or company described in clauses (d) and (f).
- (f) your partner, joint venture, or joint lessee but only:
  - i) with respect to liability arising from the partnership, joint venture, joint lease, and
  - ii) (provided the partnership, joint venture, joint lease has been notified to Us within 60 days of formation and has been endorsed by an Endorsement..
- (g) your directors or senior executives in respect of private work undertaken by Your employees for any director or senior executive.

This definition does not include the interest of any other person or organization other than as described in subclauses (a) to (g) above.

**“Your Business”** - the Business specified in the Schedule and shall include the provision and management of canteens, social, sports and welfare organizations for the benefit of Your employees and maintenance of Your premises.

**“Your Products”** - Any goods, products or property after they have ceased to be in Your possession or under Your control which are or are deemed to be by law to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed, imported or exported by You (including any container thereof other than a vehicle) in the course of Your Business as specified in the Schedule.

**“Watercraft”** - Any vessel, craft or thing made or intended to float on or in or travel through water.

## 2. Cover

We will pay to You or on Your behalf all sums which You become legally responsible to pay by way of compensation other than fines, penalties, punitive or exemplary damages in respect of Bodily Injury or Property Damage happening during the Period of Insurance caused by an Occurrence in connection with Your Business.

**Product Liability will only be covered when it is specified in the Schedule.** In this case, where the Bodily Injury and Property Damages is caused by Your Products, the maximum amount we will pay for all claims happening in any one Period of Insurance is the Limit of Liability for Product Liability specified in the Schedule.

For all other claims or series of claims for Bodily Injury or Property Damage caused by or arising from the same Occurrence the maximum amount we will pay is the Limit of Indemnity specified in the Schedule.

All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same conditions shall be construed as arising out of one Occurrence.

If you are entitled to indemnity under this Section of the Policy we will defend any suit seeking damages for Bodily Injury or Property Damage against You in Your name and on Your behalf even if such suit is groundless, false or fraudulent. In the conduct of that defense, We reserve the right to investigate, negotiate and settle any claim or suit as we consider appropriate.

## 3. Law Costs and Expense

In respect of claims for compensation for which you are entitled to indemnity under this Section we will pay:

- (a) all legal costs and expenses incurred by Us;
- (b) all costs awarded against You in any suit and all interest accruing after judgment has been entered against You until We have paid,

tendered or deposited in court the amount that We are liable to pay following the judgment;

- (c) all reasonable expenses incurred by You which we have agreed to reimburse, but we will not pay for loss of earnings;
- (d) expenses incurred by You for first aid treatment for Bodily Injury to others caused by an Occurrence. We will not pay for any medical expenses which are paid for under Compulsory Health or Social Insurance

Provided that:

- i) we shall not be obliged to pay any claim or judgment or to defend any suit after the applicable Limit of Indemnity has been exhausted by payment of judgments or settlements;
- ii) if a payment exceeding the amount of the Limit of Indemnity has to be made to dispose of a claim, We will only pay the law costs and expenses in the same proportion that the Limit of Liability bears to the amount paid to dispose of the claim.

We will pay Law Costs and Expenses as set out above in addition to the Limit of Liability specified in the Schedule but payments in settlement of claims, suits and all costs awarded against You are subject to applicable Limit(s) of Liability in this Section

## 4. Deductible

If a Deductible is specified in the Schedule, then You will be liable to pay that amount for every Occurrence for which You lodge a claim under this Section.

## 5. Exclusions

We do not insure You for:

### 5.1 Injury to Employees

- any liability You may have for Bodily Injury to your employees arising directly or indirectly out of or in the course of their employment in Your business;



- any liability You may have for Bodily Injury to any person deemed to be or defined as Your employee in the Labour Code of Vietnam;
- any liability You may have imposed by the provisions of the Labour Code of Vietnam or agreement or determination.

### 5.2 Property in custody or Control

- property you own or property rented to You; or
- property in your physical or legal control

but we will insure your liability for Property Damage to the Insured Premises which you rent including the Landlord's fixtures and fittings.

### 5.3 Product Defect

Property Damage to Your Products if the damage can be attributed to:

- any defect in Your Products, or
- the harmful nature of Your Products, or
- the unsuitability of Your Products, or
- inherent vice or inefficiency or ineffectiveness of Your Products.

### 5.4 Loss of Use

Loss of use of tangible property which has not been physically damaged or destroyed as a result of:

- any delay or lack of performance under any contract caused by You or on your behalf
- failure or Your Products to meet the level of performance, quality fitness or durability You may represent either expressly or impliedly. We will insure loss of use of other tangible property resulting from the sudden and accidental physical damage or destruction of Your Products after Your Products have been put to use by any person or organization other than You

### 5.5 Product Recall

Any claim against You for the cost of withdrawal, inspection, removal and reinstallation, repair,

replacement, or loss of use of Your Products or any property of which Your Products form a part should Your Products be withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

### 5.6 Aircraft and Watercraft

Claims arising out of Your ownership, maintenance, operation or use of:

- any Aircraft, hovercraft, or
- any Watercraft or vessel

### 5.7 Vehicle

Claims arising out of Your ownership, possession, operation, control, maintenance or use of any Vehicle:

- (a) which is registered, or
- (b) which is required under any Law, Decree to be registered;
- (c) which is required to be insured by you or on your behalf by Law, Decree, etc. of Vietnam whether or not such insurance has been taken out.

Exclusions (a), (b) or (c) above do not apply to Bodily Injury or Property Damage caused by or arising:

- i) from the loading or unloading of Vehicles, but only where there is no other valid and collectible insurance available to You;
- ii) out of the use of a registered Vehicle on the Insured Premises while being used as a tool of trade on such site and where no other valid and collectible insurance is available.

### 5.8 Contractual Liability

Liability you assume under any warranty or agreement except to the extent that such liability would have attached to You notwithstanding such warranty or agreement. This exclusion will not apply to:

- liability You assume under any contract for lease of real or personal property;
- those written contracts specified in the Schedule



## 5.9 Professional Liability

Claims arising out of your rendering or failing to render professional advice or service, or any error or omission connected with that. This exclusion does not apply to Medical Persons you employ to provide first aid and other emergency medical services on your premises rendering or failing to render professional medical advice.

## 5.10 Libel and Slander

Liability arising out of the publication or utterance of a libel or slander;

- made prior to the commencement of this Period of Insurance, or
- made by You or at Your direction when You knew it was false, or
- from activities conducted by You or on Your behalf in relation to advertising, broadcasting or telecasting

## 5.11 Pollution

- Bodily Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water;
- any costs and expenses incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.

## 5.12 Jurisdiction

Claims made and actions instituted outside the Jurisdiction as stated in the Schedule, and shall in no case apply to:

- (a) Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada;
- (b) Claims and actions to which the laws of the United States of America or the Dominion of Canada apply.

Provided that this exclusion shall not apply to claims and actions arising from the presence outside Vietnam, of any person who is normally resident in Vietnam and who is not a manual worker or supervisor of work.

In respect of any non-manual worker or supervisor of work travelling in the United States of America or Canada, all Law Costs in item 3 of this Section are paid by the Company within the Limit of liability shown in the Schedule, not in addition to it.

## 5.13 Exports to USA or Canada

Claims for Bodily Injury or Property Damage caused by or arising from Your Products You or Your Agents or servants knowingly exported to the United States of America or Canada.

## 5.14 Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## 5.15 Faulty workmanship

Property Damage to that part of any property upon which the Insured is or has been working where the property damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

## 5.16 Fines, Penalties & Punitive Damages

Fines, penalties or liquidated damage. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

## 5.17 Treatment or Dispensing

Should Your Business be involved in the treatment of:

- Humans or animals for any physical or mental deficiency, injury, illness or disease, or
- the dispensing of drugs, medicines, pharmaceutical supplies, or artificial aids;

then We shall not be liable for Property Damage or Bodily Injury arising from the treatment of those humans or animals nor for your liability for Property Damage or Bodily Injury caused through the dispensing of drugs, medicines, pharmaceutical supplies, or artificial aids.

### 5.18 Product Design, Defect

- (a) any defect in or the harmful nature of any goods products or property if such goods products or property are in accordance with the design plan drawing specification or formula intended to be used and used You
- (b) any defect in the directions or advice intended to be given and given by the Insured concerning the use or storage of any goods products or property manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed by You;
- (c) Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof

### 5.19 Electromagnetic Radiation

Bodily Injury or Property Damage directly or indirectly caused by electromagnetic radiation.

### 5.20 Tobacco

Injury sustained due to the inhalation or ingestion of, or exposure to:

- (a) tobacco or tobacco smoke
- (b) any ingredient or additive present in any articles, items or goods which contain or include tobacco

### 5.21 Special Illness/Disease

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving:

- (a) diethylstilbesterol (DES), dioxin, urea formaldehyde, SARS, Bird Flu, transmissible spongiform encephalopathies (TSE)
- (b) acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named

### 5.22 Information technology hazards, computer data, program and storage media exclusion

- (a) Bodily Injury or Property Damage arising, directly or indirectly, out of, or in any way involving the your "Internet Operations".

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

"Internet Operations" means the following:

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



- iv) Operation and maintenance of your web site. Nothing in this exclusion shall be construed to extend coverage under this Section to any liability which would not have been covered in the absence of this exclusion.
- (b) Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - i) the use of any computer hardware or software;
  - ii) the provision of computer or telecommunication services by you or on the your behalf;
  - iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

### 5.23 Latex

Liability in respect of any Bodily Injury or Property Damage arising out of latex based products including but not limited to examination gloves, surgical gloves, balloon catheters which may lead to latex allergy claims including irritant or allergic contact dermatitis and allergic reaction to latex protein or allergen. Latex protein or allergen shall be considered a pollutant if released or dispersed within healthcare premises and any such claims shall also be excluded.

### 5.24 Genetically Modified Organism

Liability arising directly or indirectly from Genetically Modified Organisms ("GMOs").

For the purposes of this exclusion, GMOs shall mean and include:

- (a) organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change;

and shall also mean and include:

- (b) every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any state, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

## 6. Supplementary conditions Applicable to this section

### 6.1 Joint Insureds

Where you comprise more than one party, we will treat each of the parties as a separate and distinct insured. The words "you" or "your" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of them. Nothing in this clause shall alter or increase Our Limit of Liability in respect of any Occurrence or Period of Insurance as set out in this Section.

### 6.2 Notices

As soon as possible you are to provide us written notice and all relevant information of;

- every Occurrence, claim, writ, summons, proceedings, impending prosecution, and inquest which may result in a claim under the Policy, whether or not you believe any claim amount might fall below any deductible stated in the Schedule.
- every change materially varying any of the facts or circumstances existing at the commencement of this Policy that shall come to Your knowledge.

Any written notice we give to you shall be deemed to be notice given to each of the parties You comprise.

Notices given by us will be effective immediately you receive them if We send them by a telex or facsimile message. In the case of notices by post, they will be effective three business days after we posted them.

### 6.3 Subrogation

We shall be subrogated to all your rights of recovery against all persons and organizations and you are to execute and deliver instruments and papers and do all that is necessary to assist us in the exercise of those rights.

### 6.4 Claims

Unless you have our written consent, you are not make any admission of liability, offer, promise or pay any amount in connection with any Occurrence or claim. If we so desire we shall be entitled to take over and in Your name conduct the defence or settlement of any claim..

- You are to make every attempt to preserve all property, products, appliances and plant and to do all other things which may assist in the defence of a claim or in the exercise of any rights of subrogation. So far as may be reasonably practical you are not to make any alterations or repairs without our consent until We have had an opportunity to inspect any damage.
- We shall be able to prosecute in yYour name at our own expense and for our own benefit any claim You make under this Section.
- We shall have full discretion in the conduct of any proceedings in connection with any claim and you shall give all assistance and information as we may require in the prosecution, defence or settlement of any claim

### 6.5 Discharge of Liabilities

At any time we may pay to you or on your behalf after deduction of any amounts already paid:

- the limit of Liability under this Section, or
- any other limit specified in this Section, or
- any lesser sum for which the claim may be settled

for all claims made against you for any one Occurrence. In doing so We shall relinquish conduct or control of the matter and be under no further liability under this Section for any further amounts other than costs, charges and expenses:

- recoverable from you for all or part of the period prior to the date of the payment;
- incurred by us;
- incurred by you with our consent prior to the date of the payment

### 6.6 Reasonable Care

In addition to your obligations set out in the General Conditions of the Policy. You are to:

- take all reasonable precautions to:
  - (a) prevent the manufacture, sale or supply of defective Products, and
  - (b) comply and ensure that your employees, servants and agents comply with all Laws, Decrees or by-laws or regulations imposed;
    - by all relevant public authorities;
    - for the safety of persons and property;
    - for the disposal of waste products;
    - for the handling, storage or use of inflammable liquids or substances, gases or toxic chemicals.
- at Your own expense take reasonable action to trace, recall or modify any of your Products containing any defect or deficiency which You know about or have reason to suspect including but not limited to any of your Products subject to a government or statutory ban.

### 6.7 Inspection of Property



- We shall be permitted but not obligated to inspect Your property and operations at any time.
- neither our right to make nor our failure to make, nor our making of any inspection or report following an inspection shall be used by You or others in any action or proceedings involving us.
- We may examine and audit Your books and records at any time during the Period of Insurance and within three years after the Period of Insurance but such examination or audit shall be restricted to matters which in our opinion are relevant to the Section.

The Supplementary Condition contained in this Section do not relieve you of your responsibilities set out in the General Conditions of the Policy. Where Conditions in this Section and the General Conditions are similar or conflict then for any claim indemnified by this Section the Conditions in this Section will apply to the claim.

## Section IV – Business Interruption (Optional)

### 1. Definitions

**“Accountant”** - a professional accountant to be appointed by both you and us.

**“Annual Income”** - the Gross Income during the twelve (12) months immediately before the date of damage, to which adjustment shall be made to reflect the trend in the Business and any other circumstances in order to arrive at the same result that would have been obtained had the damage not occurred.

**“Gross Income”** - the money paid or payable to you for goods sold and/ or services rendered or for rental received or payable in the course of the Business less the purchase cost of stock.

**“Indemnity Period”** - the period beginning with the occurrence of the damage and ending not later than the number of weeks or months stated in the Schedule during which the results of the Business shall be affected in consequence of the damage.

**“Outstanding Accounts Receivable”** - the total amount owed to the Business by customers as at the end of the month immediately prior to the date of the damage adjusted for:

- Bad debts;
- amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of damage) to customers’ accounts in the period between the date to which the last statement relates and the date of the damage; and
- any abnormal condition of trade which had or could have had a material effect on the Business,

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been attained at the date of the damage had the damage not occurred.

**“Standard Income”** - the Gross Income during that period corresponding with the Indemnity Period in the twelve (12) months immediately before the date of the damage, adjusted to reflect the trend in the Business and any other circumstances in order to arrive at the same result that would have been obtained had the damage not occurred.

### 2. Cover

**2.1** We will indemnify you up to the limits specified in the Schedule for loss of Gross Income resulting from interruption or interference to the Business caused by loss or damage to property insured under the Property Sections

#### **2.2 The amount payable as indemnity shall be:**

##### **(a) Gross Income**

- i) In respect of reduction of Gross Income, the amount by which the Gross Income earned during the Indemnity Period shall in consequence of the damage fall short of the Standard Income.
- ii) Addition expenditure necessarily and reasonably incurred with our consent for the sole purpose of



avoiding or diminishing the reduction in the Gross Income of the business caused by the loss or damage. The amount expended shall not exceed the reduction in Gross Income thereby avoided (less expenses saved as a result of the damage). provided that if the Sum Insured on Gross Income is less than the Annual Income (or its proportionately increased multiple where the Indemnity Period exceeds 12 months), the amount payable shall be proportionally reduced

**(b) Claim Preparation Costs**

Reasonable professional fees and such other reasonable expenses as are necessarily incurred by you with our consent for preparation of claims under this Section and which are not otherwise recoverable under this Policy, up to the sum of **VND 20,000,000** or the amount shown in the Schedule, whichever the greater.

**3. Additional Benefits**

**3.1 Prevention of Access**

The indemnity under this Section is extended to include interruption or interference with your Business in consequence of damage by any insured event covered by the Property Section to property in the vicinity of your premises within a radius of 1km.

**3.2 Public Utilities, Customers and Suppliers Extension**

- (a)** Where damage occurs within Vietnam at:
- i)** an electricity power station or sub-station,
  - ii)** water or sewerage services,
  - iii)** a customer's premises, or
  - iv)** a supplier or manufacturer of goods, components of materials,

and these premises directly supply goods or services to you or you supply goods or services to them, where damage is caused by and would be covered by an insured event listed in the Section I of this Policy, the consequential reduction of Gross Income resulting from such interruption or interference shall be deemed to be loss resulting from loss or damage to property used by you at your premises.

- (b)** Liability under either of the items (a) above shall not exceed twenty percent (20%) of the amount insured under this Section as Gross Income, whichever selected.

**4. Departmental Provision**

If the Business is conducted in departments the independent trading results of which are ascertainable, the cover provided by this Section shall apply separately to each department affected by the loss or damage, except that if the Sum Insured under this Section shall be less than the total of the Gross Income for each department (whether affected by the loss or damage or not), the amount payable shall be proportionally reduced.

**5. Special Condition**

On the happening of damage which results in a claim as soon as practicable you shall deliver to us a written statement of claim certified by an Accountant and make available all books and records (including access to data stored on media) necessary for verification of the claim.

**Section V – Personal Accident (Optional)**

We will pay compensation to You in trust for your employees as Insured Person or in the event of death of the Insured Person the legal representative in respect of Injury sustained by the Insured Person in the Geographical Limit during the Period of Insurance.



## Definitions

### Insured Person

The person(s) are Your employees as specified in the Schedule;

### Injury

Bodily injury suffered anywhere in the Geographical Limit caused solely by an Accident and not by sickness, disease or gradual physical or mental wear and tear which within 24 calendar months of the Accident is the sole cause of the death or disablement;

### Accident

Any event of violent, unforeseen, external and visible nature, which shall independently of any other cause, be the sole cause of the bodily injury;

### Loss

Complete severance or permanent functional disablement of any members;

### Loss of Sight

Total and irrecoverable loss of sight of an eye rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment;

### Loss of Limb

Physical severance of a hand at or above the wrist or of a foot above the ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg;

### Permanent Disablement

Injury which:

- (a) falls into one of the categories listed in the Scale of Permanent Disablement Table of Benefits or otherwise results in Loss; or
- (b) having lasted for a continuous period of 24 calendar months from the date of Accident, is at the expiry of that period, beyond hope of improvement.

### Permanent Total Disablement

Injury which, having lasted for a continuous period of 24 calendar months from the date of the Accident entirely prevents the Insured Person from engaging in gainful employment of any and every kind and from which there is no hope of improvement;

### Geographical Limit

As stated in the Schedule.

### Special Provisions

#### 1. Disappearance

If the Insured Person's body has not been found within 12 calendar months after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was travelling in and it is reasonable to believe that the Insured Person has died as a result of injury caused by an Accident, the death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefit shall be refunded to Us.

#### 2. Exposure

If an Insured Person suffers an injury and thereafter in consequence of that injury suffers death or disablement as a result of unavoidable exposure to the elements, We will consider such death or disablement as having been caused by an injury.

#### 3. Murder and Assault

This Section is extended to cover accidental injury consequent upon murder or assault provided such injury is not caused by or traceable to the Insured Person's collaboration or provocation of such act.

#### 4. Hijacking

This Section is extended to cover injury consequent upon unlawful seizure or wrongful exercise or control of any licensed passenger carrying aircraft or vessel or other regular conveyance in which the Insured Person is a fare



paying passenger provided the injury is not a result of the Insured Person's participation in or provocation of any of such act.

Subject otherwise to the terms and condition of the Policy and the War and Terrorism Exclusion.

### **5. Accidental Suffocation by smoke, poisonous fumes, gas**

This Section is extended to provide compensation for death and bodily injury sustained by the Insured Persons arising from the accidental suffocation and inhalation of poisonous fumes/gas provided that the injury does not arise out of the Insured Person's willful and intentional act.

#### **Conditions**

##### **1. Change**

You must advise Us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Section. The Insured may be required to pay additional premium as a result of any such change.

##### **2. Age Limit**

This Section shall not be liable in respect of Injury sustained by any Insured Person out of the Labour Age regulated by current Labour Law unless specifically agreed by Us.

This Section may be renewed from year to year by mutual agreement between you and us but in any case shall terminate in respect of any Insured Person at the end of the Period of Insurance during that Insured Person attains the age of retirement.

If at the correct age an Insured Person would not have been eligible for cover under this Section, no benefit shall be payable, and Our liability shall be limited to the refund of the premium paid without interest.

##### **3. Notice of Claim**

The Insured must report in writing to the Company as soon as reasonably possible full details of any injury which may result in a claim under this Policy.

##### **4. Treatment**

The Insured or the Insured Person shall employ the services of a registered medical practitioner and the Insured Person shall undergo any treatment such practitioner shall deem necessary.

##### **5. Evidence of Claim**

- (a)** All certificates, information and evidence must be provided at the Insured's expense or at the expense of any claimant in the form and nature required.
- (b)** The Insured Person may have to undergo further medical examination as required by the Company at the Company's expense.
- (c)** In the event of death of the Insured Person the Company shall require sight of the death certificate and may require a post-mortem examination at the Company's expense.

##### **6. Fraudulent Claim**

The Insured, the Insured Person or anyone acting on the Insured's, the Insured Person's behalf must not make any fraudulent, false or exaggerated claims, otherwise the Company shall be under no obligation to make any payment under this Policy.

##### **7. Due Observance**

The due observance and fulfilment of the Terms Conditions Endorsements and Warranty of this Policy by the Insured or the Insured Person in so far as they relate to anything to be done or complied with by them and the truth of the statements and answers in the proposal and any written statement relative thereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## 8. Automatic Addition / Deletion

This Insurance shall cover automatically any employee from the Commencement of their employment for an amount of sum insured equal to the amount for similar occupational category.

This Insurance will also terminate any insured employees on leaving their employment you with effect from his/her termination of the labour contract.

You are to undertake to notify any changes of staff by monthly. The premium will be adjusted on pro-rata basis by the end of the Period of Insurance.

### Exclusions

#### We will not pay compensation for:

1. **Injury caused by the Insured Person engaging in:**
  - (a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
  - (b) any crew, trade, technical or sporting activity in connection with an aircraft;
  - (c) motor rallies;
2. **Injury caused by the Insured Person engaging in or practising for:**
  - (a) big game hunting;
  - (b) being airborne (whether suspended or not);
  - (c) parachuting;
  - (d) hand gliding or para-sailing;
  - (e) any kind of race (other than on foot) or trial of speed or reliability;
  - (f) mountaineering rock climbing hiking trekking hitchhiking backpacking necessitating the use of guides or ropes
  - (g) scuba diving, wrestling, boxing, acrobatics or similar kind of body-contact sports;
  - (h) hunting, horse riding or any kind of motor race driving;
  - (i) underwater activities necessitating the use of compressed air or gas;
3. **Injury caused by**
  - (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
  - (b) pregnancy, childbirth, abortion, insanity or pre-existing physical or mental defect or infirmity;
  - (c) the Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
  - (d) 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;
  - (e) food or drink poisoning;
  - (f) kidnap and ransom
4. **the Insured Person**
  - (a) employed on merchant vessels;
  - (b) engaging in naval, military or airforce service, fire fighting service;
  - (c) engaging in testing of any kind of conveyance;
  - (d) engaging in offshore activities including but not limited to diving and oil-rigging or mining or aerial photography or handling of explosives;
  - (e) whilst using wood-working machinery or a circular saw;
  - (f) who suffer from mental illness, leprosy;
  - (g) who suffer over 50% permanent disabilities.
5. any accident, loss, damage, expense, bodily injury, actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving:
  - (j) any kind of sport as professional







Total paralysis of the cubical nerve	30%	25%
Anchylosis of the wrist favourable position (in straightness and prone position)	20%	15%
Anchylosis of the wrist in unfavorable position (forced flexion of extension or supine)	30%	25%
Total loss of the thumb	20%	15%
Total cutting off the forefinger	15%	15%
Simultaneous cutting off the thumb and the forefinger	35%	25%
Cutting off of the thumb and a finger other than the forefinger	25%	20%
Cutting off of three fingers including the thumb	35%	30%
Cutting off of three fingers save the thumb and the forefinger	20%	15%
Cutting off of four fingers including the thumb	45%	40%
Cutting off of four fingers save the thumb	40%	35%
Cutting off of one finger other than thumb or forefinger	10%	05%

When it is established that the Insured Person is left-handed, the Scale of Compensation for the upper limbs is reversed, the quantum provided for the right limb becoming applicable to the left one and vice versa.

#### LOWER LIMBS

Cutting off of a thigh (upper half)	60%
Cutting off of a thigh (lower half)	50%
Total loss of a foot (tibio-tarsian disarticulation)	45%
Partial loss of a foot (sub-astragalian disarticulation)	40%

Partial loss of a foot (medio-tarsian disarticulation)	35%
Partial loss of a foot (tarso-metatarsian disarticulation)	30%
Total paralysis of a lower limb (incurable lesion of the nerve)	60%
Total paralysis of the external popliteal sciatic nerve	30%
Total paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves (sciatic, external and internal popliteal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Substantial loss of osseous substance of the thigh or of the two bones of the lower-leg (incurable state)	60%
Substantial loss of osseous substance of the knee-cap with large split of the chips and considerable constraint of extension moves of the lower - leg with the thigh	40%
Loss of osseous substance of the knee-cap with moves preserved	20%
Shortening of the lower limb by at least 5 cms	30%
Shortening of a lower limb by 3 to 5 cms	20%
Total cutting off of four toes including the big toe	20%
Cutting off of three toes including the big one	15%
Cutting off of two toes including the big one	10%
Cutting off of the big toe	5%



Anchylous of fingers (save the thumb and the forefinger) and of toes (save the big toe) will allow 50% only of compensation provided for the loss of same.

Disablements not listed hereunder will be compensated in proportion to their severity as compared with those listed and without prejudice to the occupation of the Insured Person. The absolute and definitive functional lameness of a limb or of a segment of a limb is likened to the cutting off of that limb or limb segment.

In the case the Insured Person is already one-eyed before the accident and loses the use of this eye, the disablement compensation is increased to 100% instead of 40% as shown in the Scale of Compensation.

No compensation for Permanent Partial Disablement shall be due unless it equals or exceeds 5%.

**B.** Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 52 weeks of the happening of the Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon.

Reimbursement up to the Medical Expenses Limit specified in the Schedule in respect of any one injury and in aggregate during the period of insurance.

### General Exclusions Applicable to All Sections

We shall not be liable for:

#### 1. War and terrorism

Loss, damage, liability, accident, injury, cost or expenses directly or indirectly caused by resulting

from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage: war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, acts of terrorism, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;

For the purpose of this Policy, "terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear;

This exclusion also applies to loss destruction or damage, cost or expenses of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### 2. Nuclear

Loss, damage, liability, accident, injury, cost or expenses directly or indirectly caused by or arising from or in consequence of or contributed to by:

- (a) Nuclear weapons material;
- (b)
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion (b) combustion shall include any self-sustaining process of nuclear fission.



- ii) the radioactive, explosive or other hazardous properties of any explosive nuclear component thereof.

### 3. Asbestos

Loss, damage, liability, accident, injury, cost or expenses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 4. Un-occupancy

Loss, damage or liability during any period of sixty (60) consecutive days which the Business premises are left unoccupied, unless with our written consent.

To have been occupied, the Business premises must have been used for business purposes for at least two (2) consecutive days.

### 5. Willful negligence act

Loss, damage, liability, accident, injury, cost or expenses caused by or arising from any of your wilful act or wilful negligence, the Insured Person, the Beneficiary or any person acting on their behalf.

### 6. Application of Heat

Loss or damage to property occasioned by its undergoing any process necessarily involving the application of heat.

### 7. Error in Design

Loss, destruction, damage or liability caused by error or omission in design, plan or specification or failure of design except for the cover provided in the Liability Section of this policy.

### 8. Electronic Data

- (a) Notwithstanding any provision to the contrary within the Policy or any

endorsement thereto, it is understood and agreed as follows:

- i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- ii) However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to the Property Insured by



this Policy directly caused by such listed peril.

Listed Perils: Fire, Explosion.

- (b) Electronic Data Processing Media Valuation Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:  
Should Electronic Data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

## 9. Sanction Limitation Exclusion

Liberty shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United State of America.

## General Conditions Applicable to All Sections

### 1. Your Obligations

You are to:

- 1.1 take all reasonable precautions to avoid or minimise loss, damage, disablement or liability;

- 1.2 maintain all Business premises, fittings, appliances and equipment in sound condition;
- 1.3 comply with all Laws, Decrees and regulations imposed by any public authority, for the safety of persons or property; and
- 1.4 obtain certificates of inspection for all equipment required by any legal authority or regulation to be so certified.

### 2. Claims

If anything occurs which could give rise to a claim under any Policy Section other than the Liability Section (Refer to the Liability Section for special provisions that apply).

- 2.1 you are to give immediate notification to us and as soon as possible give us full information in writing concerning the Occurrence and supply us with all assistance and documents which we may reasonably require;
- 2.2 you are to immediately inform the Police if the property is lost or if theft, fraud or dishonesty or malicious damage is suspected;
- 2.3 you or any other person entitled to be indemnified are not to make any payment, settlement or admission of liability in respect of any event for which we may be liable without our written agreement; and
- 2.4 we have the right to recover any money paid us from any person whom You may be able to hold liable or responsible and We shall have full discretion in the conduct, defence or settlement of any claim and to take any action in your name. You and any other person entitled to cover will not hinder these rights and must give all information and co-operation we may require.



**2.5** The right of claim shall terminate after the lapse of 60 (sixty) days from the date of the accident except in respect to legal liability claims.

### **3. Contribution**

If at the time of any loss, damage, liability or injury there be any other existing insurance, whether effected by you or by any other person or persons covering the same property, we will not be liable to pay or contribute more than our ratable proportion of such loss, damage or liability.

### **4. Misrepresentation and Non-Disclosure**

If:

- 4.1** you failed to disclose any matter which you were under a duty to disclose to us; or
- 4.2** you made a misrepresentation to us before the contract of insurance was entered into; and
- 4.3** as a consequence we would not have entered into the contract for the same premium and on the same terms and conditions expressed in this Policy, then
  - (a)** our liability in respect of any claim shall be reduced to an amount to place us in the same position in which we would have been placed if the failure to disclose had not occurred or the misrepresentation had not been made; or
  - (b)** if the non-disclosure or misrepresentation was fraudulent, we may void this Policy.

### **5. Alteration**

Unless our written consent is obtained we shall not be liable for loss, damage or liability caused or contributed to by any alteration after the commencement of this Policy:

- 5.1** in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting the building insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
- 5.2** whereby your interest ceases by will or operation of law;
- 5.3** whereby the business be wound up or carried on by an insolvency practitioner or permanently discontinued.

### **6. Cancellation**

- 6.1** You may cancel this Policy at any time in which case we will retain the customary short-period rate for the time the Policy has been in force. In case any claim is paid or is submitted to us for settlement, we shall not repay any paid premium.

#### **Short Period Rates:**

Period	Premium (% of annual premium)
Up to 3 months	30%
Between 3 to 6 months	60%
Between 6 to 9 months	90%
Over 9 months	100%

- 6.2** We may cancel this Policy by giving 30 days' notice by registered letter to your last known address and in which case we will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges we may have incurred.

### **7. Other Insurance**

You shall notify us in writing if any insurance or insurances already effected or which may be

subsequently effected covering, whether in whole or in part, the property hereby insured.

## 8. Changes in Policy

No change in this Policy will be valid unless agreed in writing by us nor shall the requirements of any Section be deemed to be waived unless we agree in writing.

You will not be able to claim under the Policy if at the time the claim arises any installment premium has remained unpaid.

## 9. Transfer of Interest

No interest in this Policy can be transferred without our written consent.

## 10. Subrogation

You or any claimant under this Policy (except Compensation for Death) shall, at our expense do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by us.

If any dispute between You and us which cannot be settled by negotiation, both parties shall have the right of action against other party at the authorized court of Vietnam. Every dispute in connection with these Regulations shall be subject to the law and practice of the Vietnam.

## 11. Time Limit for Payment

We will pay for Loss, Damage, Costs and Expenses and other amounts insured under the Policy within 60 days of having receiving all information which enables us to conclusively determine its liability and the amount of payment

under the Policy, if any. This information includes, but is not limited to information and co-operation under Claims Condition or Notice Condition in any Section of this Policy and the completion of other conditions precedent including those provided under Claims Condition and Notices Condition and Premium Payment Warranty Condition.

## 12. Premium Warranty Period

It is a condition precedent to cover under the Policy that any Premium due must be paid and actually received in full by Us (or the registered broker or registered agent through whom the Policy was effected) before the expiry of the **Premium Warranty Period**.

In the event that the Premium is not paid in full to US (or the registered broker or registered agent through whom the Policy was effected) before the expiry of the Premium Warranty Period, then the cover under the Policy shall be deemed to have terminated from the expiry of the **Premium Warranty Period** and We shall be discharged from all liability under the Policy but without any prejudice to any liability incurred before that date and We will be entitled to retain a proportion of the Premium representing time on risk plus 20% or VND 2,200,000 whichever is the higher amount. **Premium Warranty Period** means 15 days from the commencement of the Insurance Period or from the effective date of the cover stated on each Endorsement if any, issued under the Policy.