

## HOMECARE INSURANCE POLICY WORDING

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### INTRODUCTION

In this Policy Wording, the Insured will find all the information the Insured needs to know about the type of cover(s) available, the Company's terms and conditions, and making a claim.

The Insured is obliged to read this Policy Wording together with other documents of the Insurance Policy carefully to ensure maximum protection and benefits from the Insurance Policy.

Unless the Company has already agreed to issue an Insurance Certificate and/or a Policy Schedule, insurance protection only begins when the Company receives and accepts the completed Application Form and the Insurance Premium has been fully paid within the time period stated.

The Insured may contact the Company, the Insured's broker or the Company's agent if the Insured has any questions about this Policy Wording or the Insured's insurance cover.

### DEFINITIONS

Whenever used in this Policy Wording, the following words and phrases, unless the context otherwise requires, shall have the meaning as specified as follows:

#### Insurance Policy

Means the agreement between the the Insured and the Company, pursuant to which the Insured shall be obliged to pay the Insurance Premium and the Company shall be obliged to indemnify the Insured in an insured event, and which shall be made in writing and comprise the following documents:

- (i) The Insurance Application Form confirmed by the Insured or its/his/her lawful representative;
- (ii) This Policy Wording;
- (iii) The Insurance Certificate and/or the Policy Schedule, as evidence of the entry into the Insurance Policy; and
- (iv) Endorsement(s) (if any).

#### Endorsement

Means any written amendment(s), addition(s) to the Insurance Policy which the Company has made either per the Insured's request or under the agreement with the Insured from time to time.

#### Limit of Liability

Means the maximum indemnification liability of the Company for claims under each coverage Section as specified in the Policy Schedule.

**The Insured**

Means the person(s) named as the insured in the Policy Schedule.

**Company**

Means Liberty Insurance Limited.

**Period of Coverage**

Means the period stated in the Policy Schedule during which the insurance cover provided by the Insurance Policy is in force.

**Policy Schedule**

Means the sheet constituted an integral part of the Insurance Policy, which provides details of the Insured(s), the Period of Insurance, subject matters being insured, sums insured of the Premise(s), Limit of Liability and the other applicable conditions.

**Insurance Application Form**

Means the form of application for insurance made in the form prescribed by the Company from time to time.

**Premise**

Means the private residence primarily used by the Insured for domestic and dwelling purposes (which may also be used partly as office if approved by the competent authorities) at the location specified in the Policy Schedule.

**Building**

Means the residential house or the apartment, which is owned by the Insured or for which the Insured is legally responsible for care and custody, located at the location as described in the Policy Schedule, occupied entirely or primarily as private dwelling (which may also be used partly as office if approved by the competent authorities).

The Building is constructed of concrete, brick or stone and roofed with concrete, tiles, slate, metal sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Insurance Schedule.

The Building includes the following:

- (a) outbuildings, garages, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetty and pontoons all of which are used for domestic purposes;
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;
- (c) services (whether underground or not) that are the Insured's property or which the Insured is liable to repair or replace or pay the cost of their repair or replacement;
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.

The Building does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds;
- (b) earth or gravel pathways or driveways or other unpaved surfaces;
- (c) a hotel, motel, nursing home, boarding house, buildings or flats, strata title unit or caravan (whether fixed to the site or not);
- (d) any building used for any business or trade, except a dwelling used principally as a place of residence that also contains as office or surgery;
- (e) a building in the course of construction;
- (f) a building in the course of being demolished, or that is vacant pending demolition;
- (g) a temporary building or structure;
- (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

## **Renovations/Improvements**

Means the renovations, improvements, fixtures, fittings and decorations by the Insured if the Insured is a tenant. This shall include immovable household items such as built-in cabinets, cupboards and air-conditioning systems installed by the Insured for the Insured's own use.

## **Contents**

Means the items below, while they are at the Premises, and which belong to the Insured or the Insured's Family or for whose loss or damage the Insured or the Insured's Family are legally liable.

- (a) all household goods (such as furniture, refrigerators, washing machines and the like, audio/video/ photographic/sports equipment and musical instruments, including carpets whether fixed or not), personal effects;

Personal effects mean items which are personal in nature and normally worn or carried.

- (b) TV/radio aerials, aerial fittings or masts and satellite dishes;
- (c) any of the following equipment if it does not requires registration:
- golf buggies
  - garden equipment, or
  - motorized wheelchairs.
- (d) furniture and equipment of an office used by the Insured and the Insured's Family in the Insured's own business in the Building;
- (e) tools and equipment used for earning income for the Insured and the Insured's Family;

"Contents" does not include:

- (a) fish, birds or animals of any description;
- (b) trees, shrubs and any other plant life including grass or lawns, or soils, bark or mulch (other than pot plants);
- (c) any motorized vehicle licensed for road use, caravan or trailer;
- (d) water craft;
- (e) aircraft and their accessories (other than a non-pilotable model aircraft);
- (f) accessories or spare parts, key or remove locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft;
- (g) any property:
- illegally in the Insured's possession,
  - stored in a dangerous and illegal way, or
  - any equipment connected with growing or creating any illegal substance.
- (h) cash, coins and negotiables;
- Negotiables means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.
- (i) Valuables which means jewellery, gold or silver or other precious metals, precious stones, curios, pictures or other works of art, furs, fine glassware, crystal, antiques and articles of special value;
- (j) Portable items which means laptop, hand phone, camera, video/ photographic/sports equipment instruments and other items that are normally carried out of the Premises
- (k) commercial or retail trade stock;
- (l) the Building or any part of it.

## **Insured's Family**

This means the Insured's spouse, child/children and relatives residing permanently with the Insured at the Premises.

## Insured Perils

The perils are listed below and insured under Section 1 – Material Damage in accordance with terms and conditions of this Insurance Policy:

1. **Fire** (whether resulting from explosion or otherwise including subterranean 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) by order of any public authority;
  - (d) occasioned by or through or in consequence of the burning, whether accidental or otherwise of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.
  - (e) to any item caused by scorching, melting, or charring without flames.
2. **Explosion** but excluding loss destruction or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or to their contents resulting from their explosion;
3. **Lightning** 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.
4. **Riot, Strikers, Locked-out Workers, Malicious act** of any person.

This cover shall mean loss destruction or damage directly caused by:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance;
- (c) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- (d) the action of any lawfully constituted authority in preventing or attempting to prevent at such act or in minimising the consequences of any such act;
- (e) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace) not being the willful act of any rioter striker or locked-out worker in furtherance of a riot or strike or in resistance to a lock-out;

but excluding:

- (i) loss destruction or damage directly or indirectly caused by occasioned through or in consequence of:
  - (a) acts of terrorism;
  - (b) civil commotion assuming the proportions of or amounting to a popular uprising;
  - (c) malicious eraser loss distortion or corruption of information on computer systems or other records programs or software.
- (ii)
  - (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
  - (b) loss destruction or damage resulting from total or partial cessation of work or the retarding or interruption of any process or operation;
  - (c) loss destruction or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - (d) loss destruction or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;
- (iii) loss destruction or damage intentionally caused by:
  - (a) the Insured, the Insured's Family, or visitors of the Insured's Family;
  - (b) a tenant, or a tenant's visitors or family.

**5. Earthquake, Volcanic Eruption, Hurricane, Typhoon, Windstorm and Flood**

Flood shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building containing the property insured.

But excluding loss destruction or damage:

- (a) caused by frost, hail whether driven by wind or not;
- (b) caused by subsidence ground heave or landslip except when this is occasioned by earthquake or volcanic eruption;
- (c) to retaining walls, tree standing walls, gates and fences;
- (d) to awnings, blinds, signs or other outdoor fixtures and fittings, and moveable property in the open air;
- (e) to trees, shrubs plants;
- (f) to premises in course of construction alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest;
- (g) caused 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;
- (h) resulting from the escape of water from any tank apparatus or pipe.
- (i) atmospheric or climatic conditions other than earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm and flood.

“**Open air**” is restricted to the site and includes non lockable structures and non lockable parts of the home. “**Open air**” also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not.

**6. Escape of water from any tank, apparatus or pipes**, but excluding loss destruction or damage:

- (a) caused by water discharged or leaking from an installation of automatic sprinklers;
- (b) in respect of any building which is empty or not in use;
- (c) which occurs gradually over time.

**7. Sprinkler Leakage**

Sprinkler Leakage shall mean the destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation, provided that the leakage is not a result of the following causes:

- (a) repair or alteration to the buildings or premises;
- (b) the sprinkler installation being repaired, removed or extended;
- (c) freezing in the event of the premises being vacant or unoccupied, or freezing due to the neglect of the Insured;
- (d) the order of the Government or any municipal local or other competent authority;
- (e) defects in construction or condition of which the Insured is aware.

**8. Impact damage** by:

- (a) aircraft and other aerial devices and/or articles dropped therefrom;
- (b) any road vehicle or animal.

**9. Theft or attempt thereat** from an enclosed building and then only if there is violent or forcible entry to or exit from such building.

Forcible and violent entry does not include:

- (i) entry through a door or window that has been left open or unlocked;
- (ii) where the premises has been entered with the consent of the owner or occupier of the premises.

But excluding theft:

- (a) by deception;
- (b) caused by any person lawfully in the Premises or directly or indirectly by or with the connivance of such person or the Insured's household or business staff or servant;
- (c) where any part of the Building has been lent, let or sub-let;
- (d) whilst the Building is left unattended or unoccupied in excess of 30 consecutive days, unless with our written agreement;
- (e) of property in a damaged or imperfect conditions prior to the loss or damage occurring.
- (f) of property in any part of the building to which any other tenant has right of access not involving entry to or exit from the Building by forcible and violent means;
- (g) of property left in the open outside the confinement of the Building;
- (h) of property while in transit.

**Deductible**

Means the portion of claim for which the Insured is liable.

**Actual Value**

Actual value means the reasonable and necessary cost of rebuilding, replacing or repairing property with new materials less an allowance for depreciation and wear and tear based on the age and condition of the property at the time of the loss destruction or damage.

**SECTION 1 - MATERIAL DAMAGE**

**THE COVER**

In the event of unforeseen sudden and physical loss destruction or damage to the Building, Renovations/Improvements, Contents occurring during the Period of Coverage and happening at the Premises and caused by an Insured Peril, the Company will, at its option, reinstate replace or repair such property or any part thereof, up to the sum insured or Limit of Liability stated in the Insurance Schedule.

**BASIS OF INSURANCE**

- (a) Where property is lost or destroyed: in the case of the Building, the rebuilding thereof or in the case of property other than the 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 is damaged: the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than its condition when new.

**Provisions**

1. The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Company not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Company shall not be liable to make any payment greater than the Actual Value of the damaged property at the time of the happening of the loss destruction or damage.
2. When any property insured is damaged in part only, the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property has been wholly destroyed.
3. No payment greater than the Actual Value of damaged property at the time of happening of the loss destruction or damage shall be made until a sum equal to the cost of replacement or reinstatement (as defined above) shall have been actually incurred.

**Pairs and Sets**

Where any insured item consists of articles in a pair or set, the Company's liability shall not exceed the value of any particular part or parts which may be lost or damaged, without reference to any special

value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the sum insured hereby on such pair or set.

### **LIMIT OF LIABILITY - GENERAL**

The liability of the Company shall in no case exceed:

- (a) in the whole the total sum insured or in respect of any item its sum insured or any Limit of Liability stated in the Insurance Schedule at the time of the loss destruction or damage;
- (b) the sum insured (or limit) remaining after deduction for any loss destruction or damage occurring during the same Period of Coverage, unless the Company shall have agreed to reinstate any such sum insured (or limit).

### **EVIDENCE OF VALUE**

The Insured shall retain receipts of purchase or proof of the value of all property insured by this Section so that the amount of any loss can be proven if the Insured has to claim under this Section.

### **EXTENSIONS**

#### **1. Alterations and Repairs**

Workmen are allowed to work in the Buildings for the purposes of completing any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance.

#### **2. Appraisalment**

If the aggregate claim for any one loss does not exceed VND 40,000,000 or 5% of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required.

If two or more buildings be included in a single Item this provision shall apply to the range of Building and/or Contents by the item or items affected.

#### **3. Architects', Surveyors' and Consultant Engineers' Fees**

The insurance on the Building hereby insured includes architects', surveyors', consulting engineers', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily and reasonably incurred in reinstatement consequent upon damage to the property hereby insured but not such costs, fees and salary for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorized under the currently in force scale of the various Institutions and/or Bodies regulating such fees. Provided further that the maximum liability of the Company for the fees shall not exceed 10% of the sum insured on Building.

#### **4. Fire Extinguishing Expenses**

The insurance under this Section is extended to include the costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the immediate vicinity of the property hereby insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to the property hereby insured by any peril insured against by this Section, including damage to gain access to extinguish the fire. Provided that the liability of the Company in respect of such costs and expenses shall not exceed 10% of sum insured of this Section.

#### **5. Removal of Debris**

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured in the:

- (a) removing debris,
- (b) dismantling and/or demolishing and/or
- (c) shoring up or propping

of the portion or portions of the property insured destroyed or damaged by fire or by any other peril hereby insured against. Item (b) and (c) above are deemed to be deleted when Building, or Renovations/Improvements or Contents are not insured.

Provided that the amount payable for such costs and expenses shall not exceed 10% of Sum Insured of effected each item.

## 6. Temporary Protection Costs

The insurance under this Section is extended to include the costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property hereby insured pending repair or replacement consequent upon damage recoverable hereunder. Provided that the liability of the Company in respect of such costs and expenses shall not exceed 10% of sum insured of this Section.

## 7. Time Adjustment

It is agreed that any loss or damage to the property insured arising during any one period of 72 consecutive hours caused by earthquake, seaquake, tidal wave or volcanic eruption, tornado, windstorm, hurricane, typhoon or hail arising from a single atmospheric disturbance 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 the discretion of the Insured. 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.

The Company shall not be liable for any loss caused by an event occurring before the effective date and time of the Period of Coverage, nor for any loss occurring after the expiration date and time of the Period of Coverage.

## EXCLUSIONS

The Company will not be liable in respect of:

1. scratching, denting, chipping or defacing;
2. any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repairing or restoration of any article, the action of light or atmospheric conditions, rot, mildew, rust, moth, insects vermin or any other gradually operating cause;
3. electrical, electronic or mechanical breakdown or derangement, manufacturers' defects or faulty design;
4. consequential loss or damage of any nature;
5. any loss, damage directly or indirectly arising as a result of any unexplained loss or mysterious disappearance;
6. any loss destruction or damage directly or indirectly arising from false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media and loss of information caused by magnetic fields.
7. loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) loss destruction or damage to the Property Insured caused by:
  - (a) pollution or contamination which itself results from a Peril hereby insured against;
  - (b) any Peril hereby insured against which itself result from pollution or contamination.
8. property more specifically insured by or behalf of the Insured.

## SECTION 2 - PERSONAL AND FAMILY LIABILITY

This Section will cover the Insured and any member of the Insured's family against any claim for compensation which the Insured or the member of the Insured's Family becomes personally legally liable to pay for:

- (a) the death of, or Bodily Injury to, any person
- (b) the loss of, destruction of, or damage to, property

resulting from an Occurrence at or about the Premises during the Period of Coverage and arising out of the ownership of the Building or occupation of the Building.

In this Section the cover includes land, trees, shrubs and other plant life on the Premises as part of the Building.

The Company will also pay in addition, all costs and expenses of litigation:

- (a) recovered by any claimant against the Insured or the member of the Insured's Family
- (b) incurred with the written consent of the Company.



in respect of a claim against the Insured or the member of the Insured's Family for compensation to which the indemnity expressed in this Section applies.

### **LIMITS OF LIABILITY**

The liability of the Company under this Section for all compensation payable:

- (a) to any claimant or any number of claimants in respect of or arising out of any one Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Insurance Schedule;
- (b) in respect of all injury illness disease loss and damage occurring during the Period of Coverage shall not exceed the sum specified in the Insurance Schedule.

Provided that if any payment exceeding the Limit of Liability has to be made to dispose of a claim, the Company's liability to pay any law costs and expenses in connection therewith shall be limited to such proportion of those costs as the Limit of Liability bears to the amount paid to dispose of the claim.

### **JURISDICTION**

The indemnity provided by this Section shall not apply in respect of claims made or actions instituted or judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Vietnam nor to orders obtained in the Vietnamese court for the enforcement of judgements made outside Vietnam whether by way of reciprocal agreements or otherwise.

### **ADDITIONAL DEFINITIONS**

#### **Occurrence**

An accidental 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 the Insured.

If such Bodily Injury or Property Damage is within the scope of cover under this Insurance Policy, the claim is payable by Company.

#### **Bodily Injury**

Bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury.

#### **Property Damage**

- (a) Physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) 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.

#### **The Insured**

Each of the following is deemed to be an Insured under this Policy to the extent set forth:

- (a) the named Insured specified in the Insurance Schedule;
- (b) the Insured's Family whether or not residing with the Insured;
- (c) the domestic internal staff of the Insured whilst on the Premises of the Insured during their hours of employment;

Where more than one party comprises the Insured, each of the parties shall be considered as a separate and distinct unit and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties.

The Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of any Occurrence in respect of which any claim is made hereunder. Provided always that the conduct of above parties that gave rise to the loss was not serious or willful.

Provided that the Company shall not indemnify the Insured under this Clause in respect of liability for fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance.

The maximum amount payable by the Company for damages in respect of any Occurrence or Period of Coverage shall not exceed the limits of liability as stated in the Insurance Schedule.

## **EXTENSIONS**

### **Tenant's Liability Clause, Limit VND 160,000,000 per Occurrence**

The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply in the event of loss or damage to the Premises as stated in the Insurance Schedule including all fixtures fittings thereof hired, leased or rented to the Insured.

Provided that this Clause shall not apply to liability in respect of such loss or damage if the liability is assumed by the Insured under agreement (other than a Tenancy Agreement, details of which are lodged with the Company where there is one available) and would not have attached in the absence of such agreement.

This extension shall not apply if the Building is insured under Section 1.

## **EXCLUSIONS**

The Company shall not be liable in respect of:

1. liability in respect of bodily injury illness disease loss or damage which results from a deliberate act or omission of the Insured or member of the Insured's Family and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. liability assumed by the Insured or member of the Insured's Family by agreement and which would not have attached in the absence of such agreement.
3. liability in respect of bodily injury to or illness or disease of any person being a member of the Insured's family or household or who normally lives with the Insured;

In this exclusion, a person normally lives with the Insured, if that person:

- has used the Building, or
  - is living with the Insured and intends or intended to use the Building as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an Occurrence.
4. liability in respect of bodily injury to or illness or disease to anyone employed by the Insured or by someone who lives with the Insured if the bodily injury to or illness or disease arises out of their employment;
  5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
  6. liability in respect of loss destruction or damage to property belonging to or in the physical or legal control of the Insured, member of the Insured's Family, any person who normally lives with the Insured or to the Insured's employees or to their employees;
  7. liability in respect of Bodily Injury or Property Damage arising out of or incidental to the business, trade or profession of the Insured, member of the Insured's Family, any person who normally lives with the Insured;
  8. liability in respect of Bodily Injury or Property Damage arising out of building work, construction or demolition of a building, or the carrying out of alterations, additions, repairs or decorations to the premises;
  9. liability in respect of Bodily Injury or Property Damage arising out of the ownership, maintenance, design, custody, or use of any:
    - (a) aerial device or aircraft (except model aircraft or toy kites), aircraft landing area;
    - (b) boat or motorised watercraft, berth dock or mooring area;
    - (c) mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer;
    - (d) email, advertising and or any other form of communication using the internet as the communication device or platform.

10. liability resulting directly or indirectly from the transmission of any communicable disease by the Insured, member of the Insured's Family, any person who normally lives with the Insured, animal or pets.
11. liability arising from ownership or use of any other premises or land other than as a private residence.
12. the cost of performing, completing, correcting or improving any work undertaken by the Insured and any subsequent resultant damage.
13. any commodity article or thing or any container thereof manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed by or to the order of the Insured and no longer in the Insured's possession or control.

However, this exclusion does not apply to Bodily Injury or illness directly caused by food or drink poisoning or the presence of deleterious matter in such food or drinks or the defective container of such food or drinks and happening at the Insured's Premises as specified in the Insurance Schedule.

Provided always that the Company shall not be liable unless the Insured shall at all times take every possible precaution to prevent the provision of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

Provided further that the limit of liability of the Company shall not exceed the limit as stated in the Insurance Schedule in respect of any one Occurrence and in the aggregate during any one Period of Coverage.

14. the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.
15. liability directly or indirectly occasioned by or through or in consequence of pollution or contamination.
16. fines, penalties or liquidated damages.
17. punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

## **CONDITIONS**

1. In the event of any Occurrence which may give rise to a claim for indemnity under this Section the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
2. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any Occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. The Company may in the case of any Occurrence pay to the Insured the maximum sum payable under this Section in respect of such Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and the Company shall thereafter not be under further liability in respect of such Occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

## **SECTION 3 – EXTRA BENEFITS – FREE OF CHARGE**

### **ADDITIONAL EXPENSES OF ALTERNATIVE ACCOMMODATION**

The Company will indemnify the Insured for loss of:

1. Rent payable to the Insured as Owner non-Occupier of the Premises.

This insurance on Rent applies only if (any of) the said Buildings or any part thereof is damaged and unfit for occupation in consequence of fire or any other peril hereby insured against and the

amount payable shall not exceed such proportion of the Limit of Indemnity on Rent as the period necessary for reinstatement or repair bears to the total number of months of Rent insured.

2. Reasonable Additional Expenses of Alternative Accommodation as Occupier or Owner-Occupier of the Premises.

This insurance on Additional Expenses of Alternative Accommodation applies only if (any of) the said Buildings or any part thereof is damaged and unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall be the reasonable additional expenses necessarily incurred by the Insured in renting an alternative premise elsewhere. Provided that the total amount payable shall not exceed such proportion of the expenses insured as the period necessary for reinstatement or repair bears to the total number of months of expenses insured.

Limit of Indemnity for the Period of Coverage: 10% of the Total Sum Insured under Section 1.

Number of Months Insured: 6 months in all.

### **COMPENSATION FOR DEATH OF THE INSURED**

If the Insured, named in the Insurance Schedule under this Section, whilst at the Premises shall suffer fatal injury as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the Insured, the Company will pay compensation to the Insured's personal representatives.

Limit of Indemnity for the Period of Coverage: VND 160,000,000 or 50% of Sum Insured under Section 1 whichever is the lesser.

This benefit will apply to insured persons who are within the age from 5 to 65 years.

Provided further that if the Policy is issued to a corporate insured or if the Insured is also covered under Section 3 Personal Accident, the benefit under this Section shall not be applied.

### **LOSS OF OR DAMAGE TO SERVANT'S PERSONAL EFFECTS**

(This benefit is only covered if it is specifically mentioned in Policy Schedule)

At the request of the Insured, the Company will, subject to the Limits of Indemnity, provide indemnity against loss destruction or damage to personal effects of any domestic servant of the Insured (other than cash, currency notes, bank notes and stamps) caused by an Insured Peril whilst such personal effects are contained in the Premises.

Provided that:

1. such servant:
  - (a) shall as though he were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply;
  - (b) is not entitled to indemnity under any other policy.
2. no indemnity shall be provided under this Section for loss or damage which would not have given rise to a valid claim under Section I had the property lost or damaged formed part of the Contents.

Limit of Indemnity: VND 4,000,000 in aggregate during the Period of Coverage.

### **GENERAL EXCLUSIONS**

The Company shall not be liable in respect of:

1. any loss destruction or damage, cost or expense, liability, bodily injury or accident of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss destruction or damage, cost or expense, liability, bodily injury or accident:
  - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - (b) acts of terrorism;

- (c) mutiny, military or popular uprising, insurrection, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- (d) an excluded peril.

For the purpose of this Policy, an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 expense, liability, bodily injury or accident 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 from (a) to (c) above.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exclusion any loss destruction or damage, cost or expense, liability, bodily injury or accident is not covered by this insurance, the burden of proving that such loss destruction or damage, cost or expense, liability, bodily injury or accident is covered shall be upon the Insured;

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. any loss destruction or damage, cost or expense, liability, bodily injury or accident occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the property insured by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the premises are situated;
3. any loss destruction or damage, cost or expense, liability, bodily injury or accident 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 General Exclusion 3(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.
4. any loss destruction or damage, cost or expense, liability, bodily injury or accident 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;
5. any loss destruction or damage, cost or expense, liability, bodily injury or accident directly or indirectly arising out of, resulting from or in consequence of, or in any way involving diethylstilbestrol (DES), dioxin, urea formaldehyde, SARS, or acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.
6. any loss destruction or damage, cost or expense, liability, bodily injury or accident directly or indirectly caused by or arising from any wilful act or wilful negligence on the part of the Insured or with the connivance of the Insured or any person acting on his behalf.
7. 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 programmes,

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 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 the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

- 8. During the Period of Coverage of the Policy, no part of the Premises described herein shall be used for the manufacture or deposit or storage of merchandise.
- 9. Sanction Limitation Exclusion

The Company 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 Company 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**

### **1. Due Observance**

The due observance and fulfilment of the terms conditions exclusions limitations and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the application shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **2. Misdescription**

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

### **3. Alteration**

Under any of the following circumstances the insurance under this Policy ceases to attach as regards the property, liability, or injury affected unless the Insured before the occurrence of any loss destruction or damage, liability, or injury obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:

- (a) if the Premises is used for other than residential purposes;
- (b) if the precautions taken for the protection of the property insured or other circumstances affecting the Premises insured or containing the insured property be changed in such a way as to increase the risk of loss destruction or damage, or the likelihood of liability losses;

- (c) if the property insured be removed to any building or place other than that in which it is stated herein to be insured;
- (d) if the building insured or containing the property insured becomes unoccupied and so remains for a period of more than 30 days;
- (e) if the interest in the property insured passes from the Insured otherwise than by will or operation of law.

#### **4. Claims Procedure**

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall:

- (a) immediately notify the Company in writing full details of the occurrence;
- (b) forward to the Company every writ, summons, legal process or other communications in connection with liability claim, immediately upon receipt;
- (c) not admit liability or make an offer or promise of payment of a liability claim without the Company's written consent;
- (d) in respect of loss or damage by theft or by malicious persons also give immediate notice to the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property;
- (e) take immediate action to minimise loss destruction or damage, liability, or injury, and to prevent further loss destruction or damage, liability, or injury;
- (f) declare to the Company particulars of all other insurances, if any;
- (g) within 30 days of the event or within such further time as the Company may in writing allow at his own expense deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

#### **5. The Company's rights**

On the happening of loss destruction or damage to any of the property insured by this Policy, the Company may:

- (a) enter and take and keep possession of the building or premises where the loss destruction or damage has happened;
- (b) take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss destruction or damage;
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the Conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Company, or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

#### **6. Repair and Replacement**

The Company may at its option, repair or replace the property lost destroyed or damaged, or any part thereof, instead of paying the amount of the loss destruction or damage, or may join with any other company or Insurers in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss destruction or damage, nor more than the sum insured thereon.

If the Company so elects to repair or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company, shall in every such case, only be liable to pay such sums as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

## **7. Forfeiture**

- (a) All benefit under the Policy shall be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy or if any loss, destruction, damage or liability is caused by the willful act or with the connivance of the Insured.
- (b) Benefit under the Policy shall also be forfeited in respect of any claim:
  - (i) made and rejected if an action or suit be not commenced within twelve months after such rejection;
  - or
  - (ii) where arbitration takes place in pursuance of General Condition 10 of this Policy and an action or suit be not commenced within twelve months after the arbitrators shall have made their award.

## **8. Subrogation**

Any claimant under this Policy (except claims under Compensation for Death of the Insured or Personal Accident Section, if any) shall, at the expense of the Company do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company 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 the Company.

## **9. Contribution**

If at the time of any event covered under this Policy (except claims under Compensation for Death of the Insured or Personal Accident Section) there is any other insurance effected by or on behalf of the Insured covering the same loss, destruction, damage or liability insured by this Policy, the liability of the Company hereunder shall be limited to its rateable proportion of such loss, destruction, damage or liability.

## **10. Arbitration**

If any dispute arises from or is related to the Insurance Policy, including, without limitation to, the amount to be paid under the Insurance Policy, either party shall be entitled to submit such dispute to the Vietnam International Arbitration Center (VIAC) for dispute resolution in accordance with the arbitration rules in force at the time of the dispute. The arbitral tribunal shall consist of one (1) arbitrator and the arbitration shall be in Ho Chi Minh City and in Vietnamese. The arbitral award shall be final and legally binding upon the parties.

## **11. Cancellation**

The Company may cancel this Policy by giving 30 days' notice by registered letter to the Insured at his last known address and in such event the Company will return to the Insured the premium paid less the pro rata portion thereof for the period during which the Policy had been in force.

This Policy may be cancelled at any time by the Insured by giving written notice to the Company and in such event the Insured shall be entitled to a return of premium less the premium computed at the Company's Short Period Rates for the period during which the Policy had been in force.



**Short Period Rates**

<u>Period</u>	<u>Premium</u>
Up to 3 months	30% of Annual Premium
Between 3 to 6 months	60% of Annual Premium
Between 6 to 9 months	90% of Annual Premium
Over 9 months	100% of Annual Premium

**12. Reasonable Precautions**

The Insured at his own expenses shall take reasonable precautions to prevent loss destruction or damage, liability losses, accident or injury including:

- (a) maintaining the property in a proper state of repair;
- (b) securing all doors and windows and other means of entry;
- (c) complying with statutory requirements;
- (d) complying with manufacturers' recommendations;
- (e) all reasonable recommendations of the Company.

**13. Deductibles**

This Policy does not cover the amounts of the deductibles stated in the Insurance Schedule in respect of each and every loss at any one location as ascertained after the application of all terms and conditions of the Policy.

If any loss or damage leads to a claim under more than one Section of this Policy, only one highest deductible is applied.

**14. Law and Practice**

The Insurance Policy shall be governed and construed in accordance with the laws of Vietnam.