

- 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.