



LIBERTY INSURANCE LIMITED

Head Office

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PERSONAL ACCIDENT INSURANCE POLICY WORDING

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this Insurance has submitted to **LIBERTY INSURANCE LIMITED** (hereafter called the Company) a proposal form which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

The Company agrees (subject to the terms definitions conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) to pay compensation to the Insured in trust for the Insured Person or in the event of death the legal representative of the Insured Person in respect of Injury sustained by the Insured Person in the Geographical Limit during the Period of Insurance.

DEFINITION

Insured	The employer principal organisation or person named in the Schedule;
Insured Person	The person(s) described as such 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 <i>violent, unforeseen, external and visible</i> 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: <ul style="list-style-type: none">(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;

Temporary Total Disablement	Injury which solely and directly totally disables and prevents an Insured Person from attending to his/her business or occupations (of any and every kind) for a period of time.
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Geographical Limit	As stated in the Schedule.
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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 the Company.
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, the Company will consider such death or disablement as having been caused by an injury.
3. **Murder and Assault**
This Policy 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 Policy 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 Policy 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.

GENERAL CONDITIONS

1. **Identification**

This Policy incorporates the Schedule and Endorsements which shall be read together as one contract. Words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule and Endorsements shall bear such specific meanings wherever they shall appear.

2. **Misdescription**

The Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

3. **Changes**

The Insured must advise the Company in writing as soon as the Insured is 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 Policy. The Insured may be required to pay additional premium as a result of any such change.

4. **Non-assignment**

The Company shall not recognise or be affected by any notice of trust, charge or assignment relating to this Policy, and the Insured's receipt or that of the Insured's legal personal representatives or of any persons to whom any benefits is expressed to be payable, shall in all cases effectively discharge the Company's liability.

5. **Age Limit**

This Policy shall not be liable in respect of Injury sustained by any Insured Person before such person attains the age of eighteen.

This Policy may be renewed from year to year by mutual agreement between the Insured and the Company 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 sixty-five.

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

6. **Adjustment**

If any part of the premium is calculated on estimates given by the Insured then the Insured must agree to keep an accurate record containing all relevant particulars, and allow the Company to inspect such records. Within one month from the expiry of each Period of Insurance and also whenever the Company requests it, the Insured must agree to provide the information the Company requests, and the premium shall be adjusted accordingly.

7. **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:

Period

Up to 3 months
Between 3 to 6 months
Between 6 to 9 months
Over 9 months

Premium

30% of Annual Premium
60% of Annual Premium
90% of Annual Premium
100% of Annual Premium

8. **Reasonable Precautions**

The Insured and Insured Persons, at their own expenses, shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations and requirements and reasonable recommendations by the Company.

9. **Law and Practice**

This insurance is subject to Vietnamese law and practice.

CLAIM CONDITIONS

1. **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.
2. **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.
3. **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.
4. **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.
5. **Arbitration**
If any difference arises as to the amount to be paid under this Policy (liability otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
6. **Time Limitation**
Benefit under the Policy shall 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 Claims Condition 5 of this Policy and an action or suit be not commenced within twelve months after the arbitrators shall have made their award.
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.

GENERAL EXCLUSIONS

The Company will not pay compensation for:

1. Injury 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 1(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.

2. Injury 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 injury:
 - (a) war, invasion, act of enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, 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;
 - (c) acts of terrorism;

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 injury, 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.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exclusion any injury, cost or expenses are not covered by this insurance the burden of proving that such injury, cost or expenses are 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.

3. 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) motorcycling (as either driver or passenger); motor rallies;
4. 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;
 - (j) any kind of sport as professional;
5. 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
6. 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.
7. 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 asbestos, or any materials containing asbestos in whatever form or quantity.
8. 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:
- (a) diethylstilbestrol (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.

SPECIAL EXCLUSIONS

1. Active War Risks
2. Health Business (Medical Expenses following an accident are not excluded)
3. Personal Accident benefits under motor and/or life policies
4. **Nuclear Energy Risks Exclusion Clause (1994)
(Worldwide excluding USA and Canada) - NMA 1975(A)**

This Agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or via Pools and/or Associations.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first party and/or third party insurances (other than workers' compensation and/or employers' liability) in respect of:-

- (I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:-
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:-

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

- (1) The provision of any insurance whatsoever in respect of:-
 - (a) Nuclear Material:
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the under-noted perils:-
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or

Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:-

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.
"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:-

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:-

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

5. Nuclear Exclusion (SR 482)

This Agreement shall not apply to nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975a and any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss, save where such liability, loss, cost or expense is expressly exempted from NMA 1975a.

6. Nuclear Energy Risks Exclusion Clause

1. This contract excludes nuclear energy risks whether written directly or by way of insurance or via pools or associations. Under this contract the term “nuclear energy risks” means any first or third party insurance (other than workers’ compensation or employers’ liability) in respect of:
 - 1.1 nuclear reactors and nuclear power stations or plant;
 - 1.2 any other premises or facilities concerned with
 - 1.2.1 the production of nuclear energy or
 - 1.2.2 the production or storage or handling of nuclear fuels or nuclear waste;
 - 1.3 any other premises or facilities eligible for insurance by any local nuclear pool or association but only to the extent of the requirements of the local pool or association;
 - 1.4 nuclear or radioactive fuel, or nuclear or radioactive waste.
2. However, this exclusion shall not apply
 - 2.1 to any insurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor’s plant and equipment used in connection therewith):
 - 2.1.1 for the storage of nuclear fuel – prior the commencement of storage
 - 2.1.2 as regards reactor installations – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance of the relevant local nuclear pool or association;
 - 2.2 to any machinery breakdown or other engineering insurance not coming within the scope of 3.1. above, nor affording coverage in the “high radioactivity” zone;
 - 2.3 to any insurance in respect of the hulls of ships, aircraft or other conveyances;
 - 2.4 to any insurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste while in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

7. Property Damage Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance

of property shall be covered.

- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

8. Seepage, Pollution and Contamination Exclusion Clause NMA 1685

This Agreement does not cover any liability in respect of:

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.
3. Fines, penalties, punitive or exemplary damages.
4. Furthermore it is agreed that the Insurer is only liable for such claims which have been reported to the Insured within twelve months from the occurrence of the otherwise indemnifiable happening.

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 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.

TABLE OF BENEFITS

RESULTS

SCALE OF COMPENSATION

A. DEATH OR PERMANENT DISABLEMENT

- | | |
|---|--|
| 1. Death | 1. The Capital Sum Insured specified in the Schedule. |
| 2. Permanent disablement as specified below | 2. A sum equal to a percentage of the Capital Sum Insured specified in the Schedule. |

The percentage payable is shown below against each Result, but not exceeding in all 100% for any one Insured Person during the Period of Insurance.

TOTAL DISABLEMENT

PERCENTAGE

- | | | |
|---|--|------|
| * | Total and irrecoverable loss of sight of both eyes | 100% |
| * | Total and incurable mental alienation | 100% |
| * | Loss of two arms or two hands | 100% |
| * | Total deafness of two ears | 100% |
| * | Removal of the lower jaw | 100% |
| * | Loss of ability to speak | 100% |
| * | Loss of one arm and one foot, or one arm and one leg or one hand and one leg, or one hand and one foot | 100% |
| * | Loss of two legs or two feet | 100% |

PARTIAL DISABLEMENT

HEAD

- | | | |
|---|--|-----|
| * | Loss of osseous substance of the skull on its full thickness: | |
| | - Surface of at least 6 sq. centimeters | 40% |
| | - Surface of 3 to 6 sq. centimeters | 20% |
| * | Partial removal of lower jaw, one ascending branch totally or half of the maxillary body | 40% |
| * | Loss of one eye | 40% |
| * | Complete deafness of one ear | 30% |

UPPER LIMBS

Right

Left

- | | | | |
|---|--|-----|-----|
| * | Loss of one arm or one hand | 60% | 50% |
| * | Loss of substantial osseous substance of the upper arm (definitive and incurable lesion) | 50% | 40% |
| * | Total paralysis of the upper arm (incurable lesion of the nerves) | 65% | 55% |
| * | Total paralysis of the circumflex nerve | 20% | 15% |
| * | Anchylosis of the shoulder | 40% | 30% |
| * | Anchylosis of the elbow | | |
| | - in favorable position(15 degrees around right | 25% | 20% |

	angle)		
	- in unfavorable position	40%	35%
*	Loss or substantial osseous substance of the two bones of the forearm (definitive and incurable lesion)	40%	30%
*	Total paralysis of the medial nerve (at the groove of torsion)	40%	35%
*	Total paralysis of the radial nerve at the forearm	30%	25%
*	Total paralysis of the radial nerve at the hand	20%	15%
*	Total paralysis of the cubital 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 victim 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	40%

	knee-cap with large split of the chips and considerable constraint of extension moves of the lower - leg with the thigh	
*	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	05%

Anchylosis 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.

Disabilities not listed hereunder will be compensated in proportion to their severity as compared with those listed and without prejudice to the occupation of the victim. 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 victim 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%.

- | | |
|--|---|
| <p>B. Temporary Total disablement from engaging in or attending to usual employment or occupation.</p> | <p>B. The Benefit specified in the Schedule for a period not exceeding the period stated in the Schedule in respect of any one injury and in aggregate during the period of insurance.</p> |
| <p>C. 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.</p> | <p>C. 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.</p> |

OVERALL COMPENSATION LIMIT

The Company's maximum aggregate liability in respect of all Insured Persons travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of US\$1,000,000 (or other currency in equivalent) or the aggregate of the amount of Compensation payable in respect of such Insured Persons, whichever is the less.

If the aggregate amount of all claims for Injury to Insured Persons travelling in one conveyance exceeds the Conveyance Limit, the Company's liability in respect of such Insured Persons will be a rateable proportion of the Benefits due in respect of that person.

COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

1. Capital Sum Insured shall not be payable for:
 - (a) any specific part of Result A2 where, for that same Injury, greater Compensation is payable for another part of Result A2 which includes that specific Result;
 - (b) Result A1 in addition to any Result A2 if caused by the same injury, except that if a payment has been made under any part of Result A2 and death occurs subsequently solely caused by and within 52 weeks of the injury, then the Company will pay the difference if the Compensation payable for Result A1 is greater than that already paid for Result A2;
 - (c) more than 100% of the Capital Sum for Result A1 or Result A2 (whichever is the higher) in any one period of insurance in aggregate for any or all of Results for any one Insured Person.
2. Benefit B shall not be payable for any period of time subsequent to compensation becoming payable under Result A1 or any part of Result A2.
3. Benefit B shall be payable when the total amount has been agreed, or at the Insured's request at intervals of not less than 30 days (but not in advance) commencing 30days after receipt by the Company of written notice of the injury.
4. Compensation for Result C shall not be payable if there is any other insurance in force or if the Insured or the Insured Person are entitled to indemnity from any other source, provided that the Company shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

PREMIUM PAYMENT TERM

1. It is hereby declared and agreed that it is a condition precedent to liability under the Schedule, the Renewal Schedule and Endorsement(s) that any premium due must be paid and duly received in full by the Company (or by any party being authorized to collect the premium pursuant to that party's agreement with the Company):

(a) unless the below Item (b) is applicable, with respect to the Schedule and the Renewal Schedule and Endorsements: within thirty (30) days from the INCEPTION date of the cover under the Schedule or the Renewal Schedule or Endorsements; if the Insurance Period is less than 30 days, the payment period is prior or equal to the start of the Insurance Period.

(b) with respect to the Schedule or the Renewal Schedule, where the Company has allowed payment of the policy premium in installments: within thirty (30) days from the INCEPTION date of the cover under the Schedule or the Renewal Schedule for the first installment and thereafter from the agreed dates on which the subsequent installments are due;

2. In the event the policy and endorsement premium(s) are not paid in full to the Insurer (or by any party being authorized to collect the premium pursuant to that party's agreement with the Company) and within the timeframe stipulated above (the "Payment Period"), the cover under the Schedule, the Renewal Schedule and Endorsement(s) shall be deemed to have terminated automatically from the expiry of the Payment Period and the Insurer shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date. Accordingly,

(a) The policyholder being an individual is not obliged to pay insurance premiums calculated from the starting date of the Insurance Period to the date of termination of the Schedule or the Renewal Schedule and Endorsements, if no compensation arises for any insured event.

(b) The policyholder being a Group is still obliged to pay the insurance premium calculated from the starting date of the Insurance Period to the date of termination of the Schedule or the Renewal Schedule and Endorsements according to the number of days the Schedule or the Renewal Schedule and Endorsements are valid over the total number of days of the Insurance Period before the Schedule or the Renewal Schedule and Endorsements terminate. even if no compensation arises for any insured event.

(c) In all circumstances, the maximum liability of the Insurer to any claim arising within Payment Period will not exceed 0.1% of (i) Overall Annual Limit of each benefit as defined for any condition/illness/disease/injury in Benefit Schedule or (ii) threshold provided for in Policy Schedule, Renewal Policy Schedule and/or Endorsements to any event arising thereby and/or related thereto, including the consequences of treatments of inpatient, outpatient, dental, maternity (and/or any other documents in Insurance Policy/Renewal Insurance Policy, if any) (whichever is lower) and the Insurer shall be entitled to a pro-rata time on risk premium. The Insurer has the right to pay the remaining claim amount after deduction of unpaid premium for said Payment Period.

3. For on-going effective Schedules, or Renewal Schedules and Endorsements with installments, in the event the accumulated claim amounts of the Schedule or the Renewal Schedule and Endorsements exceed the outstanding premiums, all the outstanding premiums will be paid immediately to the Insurer regardless of whether they are due for payment or not.

4. Notwithstanding the provisions in right above-mentioned Articles 1, 2, 3 , in case the Policyholder pays the entire insurance premium before or on the start date of the Insurance Period, the maximum liability of the Insurer to any claim arising within Insurance Period will be 100% of (i) Overall Annual Limit of each benefit as defined for any condition/illness/disease/injury in Benefit Schedule or (ii) threshold provided for in Policy Schedule, Renewal Policy Schedule and/or Endorsements to any event arising thereby and/or related thereto, including the consequences of treatments of inpatient, outpatient, dental, maternity (and/or any other documents in Insurance Policy/Renewal Insurance Policy, if any) (whichever is lower).

IMPORTANT NOTICE

We would remind that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy.