



**CÔNG TY TNHH BẢO HIỂM
LIBERTY**

Trụ sở chính

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PERSONAL ACCIDENT INSURANCE POLICY WORDING

WHEREAS the Policyholder carrying on the business described in the Policy Schedule and for the purpose of participating in this insurance, the Policyholder has submitted to LIBERTY INSURANCE LIMITED (hereafter called the “Company”) an Application Form which shall constitute the basis of and be deemed an integral part of this Insurance Policy and the Policyholder has paid or agreed to pay the premium as stated in the Policy Schedule for this insurance coverage.

The Company agrees (subject to the terms, definitions, conditions, and exclusions contained in or endorsed or otherwise expressed in this Insurance Policy, insofar as the nature of such provisions permits them to be regarded as conditions precedent to the Insured’s right to claim compensation under this Insurance Policy) to pay compensation to the Insured, to the Policyholder acting on behalf of the Insured or to the legal representative of the Insured (in the event of the Insured’s death), for any Injury sustained and for any other Benefits (if applicable) to which the Insured is entitled, within the Geographical Limits and during the Insurance Period.

DEFINITIONS

Company Liberty Insurance Limited.

Policyholder An organization that enters into an Insurance Policy with the Company and pays the required premium.

Insured An eligible individual whose insurance coverage has been confirmed by the Company through the issuance of a Policy Schedule identifying them as an insured under the Insurance Policy.

Application Form A duly completed form presenting information relating to the insurance request, questionnaires, and other relevant data in the format prescribed by the Company from time to time, for the purpose of applying for Group Personal Accident Insurance coverage.

Endorsement	A document issued by the Company to amend and/or supplement the Insurance Policy, as mutually agreed between the Company and the Policyholder and/or the Insured.
Certificate of Insurance	The certificate of insurance issued by the Company to the Policyholder and/or the Insured.
Policy Schedule	The insurance policy terms issued by the Company to the Policyholder and/or the Insured, specifying the Insurance Period, name of the Benefit Plan, premium and/or any other applicable details.
Benefit Plan/Plan Enrolled	The insurance plan issued by the Company. For each Insured, the relevant Benefit Plan shall apply as stated in the Policy Schedule/ Certificate of Insurance issued to that Insured.
Insurance Policy	As defined at Article 1 (Insurance Policy) under GENERAL PROVISIONS of this Insurance Policy Wording.
Sum Insured	The maximum total liability of the Company for each Insured during the Insurance Period for each benefit as specified in the Benefit Plan.
Insurance Period	For an Insured, the Insurance Period is stated in the Policy Schedule and Certificate of Insurance issued to them. If, at the beginning of the Insurance Period, the Insured has not entered Vietnam or is not eligible for coverage under this Insurance Policy, they shall not be considered to be insured. In such cases, the start date of the Insurance Period specified in the Policy Schedule/ Certificate of Insurance will be adjusted to the later of the date the Insured enters Vietnam; or the date they meet the eligibility to be insured under this Insurance Policy, whichever is later.
Insurance Event	An objective event falling within the Scope Of Insurance which, upon the occurrence, entitles the claim payment by the Company to the Insured in accordance with the terms of this Insurance Policy.
Commencement of Insurance	Subject to the terms and conditions of the Insurance Policy, the Company's liability for the Insured under the Insurance Policy shall commence from the beginning of the Insurance Period applicable to the Insured and remain valid until the end of such Insurance Period unless terminated under the terms of the Insurance Policy.
Effective Date	For any Insured, the first day of the Insurance Period applicable to that Insured (whether under the original policy, a renewal, or an endorsement, as the case maybe).
Policy Year	The period starting from either (i) 00:01 a.m. on the first day of the

Insurance Period or (ii) the time the Insurance Policy is issued by the Company (whichever is later), and ending at 11:59 p.m. on the last day of the Insurance Period, both times inclusive. All times are based on Vietnam standard time.

Dependant	The legally married spouse of the Insured, or a partner living with the Insured as a spouse, and their unmarried children (including biological children, children born out of wedlock, stepchildren, and legally adopted children) who are financially dependant on the Insured, PROVIDED THAT such children are not younger than 6 months of age and not older than 18 years of age (or not older than 23 years of age, provided that such Dependant is pursuing full-time education, unless otherwise approved by the Company). Individuals aged over 18 and up to 23 years must submit a valid student card or other documents as proof of active full-time enrollment to be eligible under this Insurance Policy.
Minor Child	A person from 6 months of age to under 18 years of age.
Age	A person's Age is determined as of their most recent past birthday. It is verified using one of the following documents: birth notification, birth certificate, national ID, citizenship card, household registration book, passport, other papers/ documents (if any).
Home Country	For the Insured, the country of which the Insured holds a passport/national ID/citizenship card. If the Insured holds more than one passport, Home Country is the one the Insured declared in the Application Form.
Usual Country of Residence	For a person, the country in which they reside at the start of coverage under this Insurance Policy, as declared in the Application Form. Foreigners residing in Vietnam on a tourist visa shall not be considered as having Vietnam as their Usual Country of Residence.
Physician	A person legally licensed and recognized by the laws of the country of practice to engage in the diagnosis and treatment of medical conditions within the scope of their training and licensure.
Medical Facility	Any hospital, clinic, dispensary, or healthcare institution that is licensed and operates legally to provide medical examination and/or treatment in the country in which it is incorporated.
Accident	An unexpected event caused by an external and visible force acting upon the Insured's body occurring during the Insurance Period. This event must result in physical harm to the Insured, be unintentional, beyond the Insured's control, and be the unique and direct cause of the Insured's Injury or Death.

Injury	Means bodily injury sustained by the Insured within the Geographical Scope, caused solely and directly by an Accident, and not arising from Sickness/Disease or gradual atrophy of mental or physical condition, health deterioration, aging, defects, or degenerative process.
Permanent Disablement	Means an Injury listed under the Permanent Disablement Benefit in the Scope of Insurance section, and which: (a) has lasted for a period of 104 consecutive weeks from the date of the Accident, with no hope of recovery at the end of such period (in the case of Total Permanent Disablement); or (b) has lasted for a period of 52 consecutive weeks from the date of the Accident, with no hope of recovery at the end of such period (in the case of Partial Permanent Disablement).
Temporary Disablement	Means an Injury which, solely and directly as a result of such Injury, completely prevents the Insured from engaging in or attending to his or her business or occupation for a period as specified in the Policy Schedule/Certificate of Insurance.
Active Service	An employee shall be considered "Active Service" on any given day if they are carrying out, or can carry out, the duties of their assigned role, or were capable of doing so on their last scheduled workday. A member of a Sponsoring Organization shall be deemed "Active Service" on any given day if they can perform all normal activities expected of a member of such organization and are not confined at home or in a Medical Facility for treatment.
Employee	An individual aged 18 or older who is capable of working, employed by an Employer under an agreement, is compensated, and works under the Employer's management, direction, and supervision.
Employer	A company, entity, organization, cooperative, or household that hires, employs workers under an agreement and, through such arrangement, proposes, signs, or executes a Group Insurance Policy under which the coverage is provided.
Group	A group of Employees hired, employed by an Employer and their Dependents; or a group of members of a Sponsoring Organization and their Dependents. The Group must be established for purposes other than to obtain insurance.
Sponsoring Organization	A trade union or any association, organization, or entity which are accepted by the Company as the Policyholder of the Insurance Policy in which their members and Dependents are insured.
Sickness/Disease	A deviation from the normal healthy state of the body.

Loss of Sight	Total, permanent, and irrecoverable loss of sight that cannot be restored by surgical or other medical treatment.
Loss of Limb	Total and permanent loss of function, or total and permanent physical severance, of a hand or foot at or above the wrist or ankle joint.
Congenital Disease	Any disease, malformation, birth defect, or abnormality formed during fetal development due to environmental influences on the fetus. These may be referred to various terms (with or without the word "congenital"), such as (example and not the full list of congenital diseases) congenital diseases, birth defects, congenital abnormalities, or chromosomal disorders. Diagnosis must be made by a Physician or in accordance with applicable laws /health authorities.
Genetic Disease	Any disease occurring among blood relatives or inherited genetically from parents to children and/or passed from generation to generation among relatives. Diagnosis must be made by a Physician or in accordance with applicable laws/ health authorities.
Daily Cash Allowances	If the Insured sustains an Injury that requires hospitalization for treatment within twelve (12) months from the date of the Accident, the Company shall pay a daily hospital cash allowance up to the maximum amount specified in the Policy Schedule, for each full twenty-four (24) hours during which the Insured is necessarily confined and treated for such Injury at a Medical Facility.
Medical Expenses	(a) Expenses incurred within twelve (12) months from the date of sustaining an Injury, paid by the Insured for inpatient or outpatient treatment necessary to cure such Injury resulting from an Accident. (b) Includes fees for general practitioners, specialists, chinese herbalist, chiropractors, dental surgeons, surgeons, X-rays, medical services, prescribed medicines, and medical supplies. (c) Dental treatment expenses do not include scaling, polishing, tooth extraction, dental X-rays, dental implants, root canal treatment, removal of solid of odonomes, apicectomy, cosmetic treatment, crown, bridges, dentures and fillings. (d) All treatment expenses must be Reasonable and Customary shall not exceed the maximum benefit limit.
Income	Income means the monthly remuneration consisting of the basic salary as stated in the employment contract or fixed wages, but excluding commissions, bonuses, overtime payments, other non-fixed income.
Pre-Existing Conditions	Any Sickness/Disease/Injury which:

- (a) existed prior to the Effective Date, with signs or symptoms that the Insured was aware of or could reasonably have been expected to be aware of; or
- (b) for which the Insured had sought or received medical treatment, medication, advice, or diagnosis prior to the commencement of the Insurance Policy; or
- (c) the Insured was aware existed prior to the commencement date of the Insurance Policy, whether or not he or she had sought or received any treatment, medication, advice, or diagnosis.

Reasonable and Customary

The standard level of fees charged by Medical Facilities of similar status and standards in the locality where such expenses are incurred, for providing comparable treatment, services, or supplies for similar Injury or Sickness/Disease or in cases previously handled by the Company.
Insurance benefits shall not be payable for any expenses exceeding the level of Reasonable and Customary charges.

Medically Necessary

Any treatment, service, or procedure which, in the opinion of the attending Physician and/or Medical Facility, is appropriate and consistent with the diagnosis and accepted medical standards. Specifically, medical services or treatments must: (a) align with medical diagnosis and standard treatment practice for the related disease or injury; and (b) commonly follow accepted medical standards; and (c) be necessary and performed in a Medical Facility; and (d) not be for testing, diagnosis, research, prevention, or screening purposes; and (e) involve a hospital stay that is reasonable in length and in line with standard medical practice for the related disease or injury. The Company reserves the right to apply and adjust the number of hospital admission days which are considered Medically Necessary from time to time.

Occupation Classification

- Class 1:** Professionals and occupations involving intellectual or administrative tasks performed in office settings or similarly non-hazardous environments.
Examples: Clerk, Office Worker, Accountant, Lawyer, etc
- Class 2:** Insureds engaged in supervisory roles or other occupations not classified under Class I, whose duties may occasionally involve light manual work, but without the use of tools or machinery or exposure to specific hazards. This includes those who frequently travel for business or professional purposes but do not engage in manual labor .
Examples: Salesperson, Tour Guide, Supervisor, Warehouse Keeper, Postman, etc.
- Class 3:** Insureds engaged in light manual labor under non-hazardous conditions, which includes the use of light

tools or machinery.

Examples: Foreman in light industry, Driver of vehicles with fewer than 16 seats, Childcare Worker, Laundry Staff, Light Machine Operator, Janitor, Packer, etc.

Class 4: Insureds engaged in manual work in hazardous environments not classified under Occupation Classes 1, 2, or 3 above.

SCOPE OF INSURANCE

I. Insurance Benefits

Based on the selection of the Policyholder and/or the Insured, this Insurance Policy provides coverage for the following benefits: Death / Permanent Disablement (including Partial Permanent Disablement and Total Permanent Disablement), Temporary Disablement/ Daily Cash Allowances, and Medical Expenses, specifically as follows:

<u>Insurance Benefits</u>	<u>Sum Insured/Compensation Percentages</u>
A. Death or Permanent Disablement as described below:	
1. Death (The Death Benefit shall be payable only if the Injury is the sole cause of Death, and the Death occurs within 24 months from the date of the Accident).	1. The Sum Insured stated in the Policy Schedule/ Certificate of Insurance.
2. Permanent Disablement as described below:	2. An amount calculated as a percentage of the Sum Insured stated in the Policy Schedule. The percentage of compensation applicable to each type of Permanent Disablement shall be determined in accordance with the following table, however, the total amount of compensation payable for all types of Permanent Disablements shall not exceed the Sum Insured for the relevant Insurance Benefit as stated in the Policy Schedule for each Insured during the Insurance Period.

TOTAL PERMANENT DISABLEMENT	PERCENTAGE (%)
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* Total and irrecoverable loss of sight of both eyes	100%
* Total and incurable mental derangement	100%
* Loss of both arms or both hands	100%
* Total deafness in both 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 both legs or both feet	100%

PARTIAL PERMANENT DISABLEMENT

HEAD

* Loss of osseous substance of the skull at full thickness:	
* - Surface of at least 6 sq. centimeters	40%
* - Surface of 3 to 6 sq. centimeters	20%
* Partial removal of the lower jaw, one ascending branch totally or half of the maxillary body	40%
* Loss of one eye	40%
* Complete deafness of one ear	30%
* Loss of more than 8 teeth making it impossible to implant dentures	30%
* Loss of 5 to 7 teeth	15%
* Loss of 3 to 4 teeth	8%
* Loss of 1 to 3 teeth	3%

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%
* Ankylosis of the shoulder	40%	30%
* Ankylosis of the elbow		
- in favorable position (15 degrees around right angle)	25%	20%
- 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%
*	Ankylosis of the wrist in favorable position (straight and pronated)	20%	15%
*	Ankylosis of the wrist in unfavorable position (forced flexion, extension, or supination)	30%	25%
*	Total loss of the thumb	20%	15%
*	Complete amputation of the forefinger	15%	15%
*	Simultaneous amputation of the thumb and forefinger	35%	25%
*	Amputation of the thumb and one finger other than the forefinger	25%	20%
*	Amputation of three fingers including the thumb	35%	30%
*	Amputation of three fingers excluding the thumb and forefinger	20%	15%
*	Amputation of four fingers including the thumb	45%	40%
*	Amputation of four fingers excluding the thumb	40%	35%
*	Amputation of one finger other than the thumb or forefinger	10%	05%

When the Insured is left-handed, the percentage of compensation applicable to the hands shall be reversed - that is, the percentage applicable to the right hand shall apply to the left hand, and vice versa.

LOWER LIMBS

*	Amputation of the thigh (upper half)	60%
*	Amputation of the thigh (lower half)	50%
*	Total loss of a foot (tibio-tarsal disarticulation)	45%
*	Partial loss of a foot (sub-astragalian disarticulation)	40%
*	Partial loss of a foot (medio-tarsal disarticulation)	35%
*	Partial loss of a foot (tarso-metatarsal 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	20%

	sciatic nerve	
*	Complete paralysis of both nerves (sciatic, external and internal popliteal)	40%
*	Ankylosis of the hip	40%
*	Ankylosis of the knee	20%
*	Substantial loss of osseous substance of the thigh or of both bones of the lower leg (incurable condition)	60%
*	Substantial loss of osseous substance of the knee-cap with large fragmentation and significant restriction of moves between lower legs and thighs	40%
*	Loss of osseous substance of the knee-cap with movement preserved	20%
*	Shortening of the lower limb by at least 5 centimeters	30%
*	Shortening of the lower limb by 3 to 5 centimeters	20%
*	Total amputation of four toes including the great toe	20%
*	Amputation of three toes including the great toe	15%
*	Amputation of two toes including the great toe	5%

In the case of ankylosis of the joints of fingers (excluding the thumb and forefinger) and ankylosis of the joints of toes (excluding the great toe), the amount of compensation payable shall be 50% of the compensation specified for the loss of the respective finger or toe.

In the event that the Insured had already lost one eye prior to the Accident and subsequently loses the remaining eye, the compensation percentage shall be 100%, instead of 40% as stated in the table of Percentages.

For any Injury not listed in the above table of Percentages, compensation shall be determined by comparison with the severity of other injuries specified in the table, without regard to the Insured's occupation. The total and permanent loss of function of a limb or part of a limb shall be deemed equivalent to the total physical loss of such limb or part thereof. Compensation under this clause shall be subject to the following principles: (i) Insurance benefits for Partial Permanent Disablement shall only be payable if the level of disablement is 5% or greater; and (ii) the Company reserves the absolute and sole right to determine the applicable percentage(s) of compensation.

Insurance benefits for Partial Permanent Disablement shall only be payable where the level of disablement is 5% or greater.

B. Temporary Disablement causing inability to engage in normal work or occupation.

B. The Income benefit during the period of treatment for Temporary Disablement, as stated in the Policy Schedule, shall be payable within the time limits specified

therein for each Injury, and in total during the entire Insurance Period.

In the event that the Insured sustains a Temporary Disablement as defined, the Company shall pay a daily compensation amount based on the Sum Insured stated in the Insurance Policy, either as a fixed sum insured or calculated according to the Insured's monthly Income (regardless of whether the Injury is subsequently determined to be permanent or not). The Sum Insured payable for such period of incapacity shall not exceed the amount and duration selected in the Insurance Policy.

The daily wage or salary shall be calculated based on the Insured's Income or the most recent declaration of Income (as approved by the Company) at the time of the Accident, according to the following formula: $\text{Income} / 30 \text{ days}$.

If the Insured continues to receive Income, salary, wages or income from business activities, no compensation shall be payable under this section, even if the Insured is unable to work or conduct business due to Temporary Disablement.

C. The Reasonable and Customary expenses for medicines, hospitalization, surgery, nursing care at a convalescent home, or nursing fees incurred within 52 weeks from the date of sustaining an Injury, provided that such expenses are reasonable and necessarily incurred for professional medical services rendered by a Physician at a Medical Facility.

C. Payment shall be made up to the Medical Expenses benefit limit specified in the Policy Schedule, during the Insurance Period.

D. Daily Cash Allowances.

D. The Company shall pay a Daily Cash Allowances as specified in the Policy Schedule, during the Insurance Period.

II. Geographical Scope

The Geographical Scope of coverage shall depend on the area of insurance specified in the Policy Schedule, for which the corresponding premium has been duly paid.

AGGREGATE LIMIT OF LIABILITY

The maximum total liability of the Company for all Insureds traveling on the same flight, vehicle, or train shall not exceed VND 25,000,000,000 (twenty-five billion Vietnam Dong) (the "Per Conveyance Limit") or the aggregate of the individual Sums Insured payable to such Insureds, whichever is lesser.

If the total amount of compensation payable for Injuries to Insureds traveling on the same means of transportation exceeds the Per Conveyance Limit, the Company's liability in respect of each Insured shall be proportionately reduced in accordance with the amount of Benefits payable to that Insured.

LIMIT OF INSURANCE PER INSURED

1. The Sum Insured shall not be payable for:
 - (a) any item under the Permanent Disablement Benefit where the same Injury is included under another item of the Permanent Disablement Benefit providing for a higher Sum Insured;
 - (b) the Death Benefit as an additional payment to the Permanent Disablement Benefit if both Benefits arise from the same Injury, except where the Sum Insured has been paid under any item of the Permanent Disablement Benefit and Death subsequently occurs as a result of such Injury within 52 weeks from the date of the Injury; in such case, if the Death Benefit exceeds the amount already paid under the Permanent Disablement Benefit, the Company shall pay the difference between the two amounts;
 - (c) the total of one or more Benefits in respect of any one Insured exceeding 100% of the Sum Insured for either the Death Benefit or the Permanent Disablement Benefit (whichever is greater) during the Insurance Period.
2. The Temporary Disablement Benefit shall not be payable for any period commencing from the date on which Death or Permanent Disablement has been determined and for which the Company has decided to pay compensation under either the Death Benefit or any item of the Permanent Disablement Benefit.
3. The Permanent Disablement Benefit shall be payable once having been agreed upon, or, upon the request of the Insured, in installments at intervals of not less

than thirty (30) days (but not in advance) and such payments shall commence thirty (30) days after the Company receives notice of the Injury.

4. Compensation under the Medical Expenses Benefit shall not be payable if such Benefit is also insured under any other insurance policy in force at the same time, or if the Policyholder or the Insured is otherwise compensated from any other source. However, the Company shall be liable to pay the amount of expenses in excess of the limit of compensation provided under such other insurance or sources of compensation, up to the Sum Insured specified for this Benefit.

SPECIAL PROVISIONS

1. Disappearance

If the body of the Insured is not found within twelve (12) months from the date of disappearance, following the sinking, wrecking, or disappearance of an aircraft or other means of conveyance in which the Insured was traveling under circumstances covered by this Policy, the Insured shall be deemed to have died as a result of Injury caused by an Accident, and payment shall be made under the Death and Permanent Disablement Benefit. The Company shall pay the Sum Insured to the legal representative of the Insured.

2. Exposure to weather conditions

If the Insured sustains Injury and, as a consequence thereof, suffers Death or Permanent Disablement as a result of unavoidable exposure to weather elements such as flood or other natural disaster including, but not limited to, fire storm, windstorm, hurricane, tornado, or lightning, such Death or Permanent Disablement shall be deemed to have resulted from Injury.

3. Murder and assault

This Insurance Policy is extended to cover accidental Injury sustained as a result of murder and assault, provided that such Injury is not caused by, or attributable to, the Insured's complicity in or provocation of such acts.

4. Hi-jacking of conveyance

This Insurance Policy is extended to cover accidental Injury sustained as a result of the unlawful seizure, control, or wrongful exercise of authority over any licensed aircraft, vessel, or other means of conveyance in which the Insured is traveling as a fare-paying passenger, provided that such Injury is not caused by the Insured's participation in or provocation of such acts.

In all other respects, the terms, conditions, and war/terrorism exclusion and other exclusion clauses of this Insurance Policy shall remain applicable.

5. Asphyxiation due to accidental inhalation of smoke/toxic fumes

This Insurance Policy is extended to cover Death or bodily Injury sustained by the Insured as a result of asphyxiation caused by the accidental inhalation of smoke or fumes, provided that such Injury does not arise from any intentional or deliberate act of the Insured.

6. Automatic addition and deletion of insured employees

This Insurance Policy shall automatically cover new employees added to the list of insured Employees, provided that the Sum Insured does not exceed the amount applicable to an equivalent position listed in the schedule of Insureds under this Insurance Policy. It shall also automatically terminate coverage for employees who are no longer included in the list of insured Employees, subject to notification to the Company of such changes at the end of each month. The premium shall be adjusted within 30 days prior to the expiry date of the Insurance Period.

7. Premium adjustment and wage declaration

- (a) The premium payable by the Policyholder shall be calculated on the total number of Employees who are Insureds and the aggregate wages paid by the Policyholder to such Insureds during their employment with the Policyholder throughout the Insurance Period.
- (b) If the total number of Employees who are Insureds and/or the total wages paid by the Policyholder during the Insurance Period differ from the amounts used as the basis for premium calculation at the inception of the Insurance Policy, the difference in premium shall be collected or refunded, as the case may be, subject to a minimum premium payable of VND 1,500,000.
- (c) For the purpose of premium adjustment, the Policyholder shall maintain accurate records of the names, all personal particulars, and paid wages of each Employee during the Insurance Period, and shall permit the Company to inspect such records at any time.

8. Motorcycling insurance coverage clause

This Insurance Policy is extended to cover Injury sustained as a result of an accident occurring while the Insured is engaging in motorcycling, whether as a rider or passenger, provided that the engine capacity of the motorcycle does not exceed 150cc.

9. Food poisoning clause

Subject to the Company's prior agreement, as stated in the Certificate of Insurance/ Policy Schedule/ Endorsement, in the event that the Insured sustains Injury as a result of food poisoning beyond the Insured's control, the Company shall pay compensation to the Insured in accordance with the applicable Benefits under the Scope of Insurance.

GENERAL EXCLUSION

The Company shall not pay any compensation for:

- 1. Injury directly or indirectly caused by, arising from, resulting from, or attributable to:
 - (a) nuclear weapons material;
 - (b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting 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;

- (c) 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 activities, regardless of any other cause or event contributing concurrently or in any other sequence to the Injury:
- (a) war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), or civil war;
 - (b) insurrection, civil commotion amounting to or assuming the proportions of a popular uprising, military rising, revolution, rebellion, coup d'état, military or usurped power, martial law, state of siege, or any events or causes that determine the proclamation of martial law or state of siege;
 - (c) acts of terrorism.

For the purpose of this Insurance Policy, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group 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 instill fear in the public or any section of the public.

This exclusion shall also apply to any Injury, expense and/or cost, whether directly or indirectly caused by or resulting from any action taken to control, prevent, suppress, or in any way relating to the exclusion (a), (b), and/or (c) above.

In any action or legal proceedings in which the Company alleges that, by virtue of these exclusions (a), (b) and (c), any Injury, expense, and/or cost is not covered by the Insurance Policy, the burden of proof that such loss is covered shall rest upon the Policyholder/ Insured.

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

3. Injury caused by the Insured's participation in:
- (a) air travel, except as a fare-paying passenger on a fully licensed passenger aircraft;
 - (b) activities as a crew member, or in any commercial, technical, or sporting activity in connection with an aircraft;
 - (c) motor racing or participation therein, whether as a rider or passenger;
 - (d) test-driving or participation in any vehicle testing program/event in any capacity as a driver and/or passenger on the vehicles.
4. Injury caused by the Insured's participation or training in:
- (a) hunting;
 - (b) aerial activities (whether airborne or not);
 - (c) parachuting;

- (d) unpowered kiteshang-gliding, stunt parachuting, parasailing, gliding, or flying (other than as a fare-paying passenger on a properly licensed commercial aircraft);
- (e) any race or speed or endurance test of any kind;
- (f) mountaineering or rock climbing (with or without ropes or other equipments), hiking regardless of terrain, trekking, hitchhiking, backpacking expeditions requiring ropes or guides;
- (g) scuba diving or any underwater activity involving the use of breathing apparatus, wrestling, boxing, acrobatics, or similar sports;
- (h) horse racing, equestrian competition, or polo;
- (i) winter sports, ice hockey;
- (j) water-skiing, sailing, or boating more than 5 kilometers from the shore;
- (k) participation in any professional sport or in any capacity as a professional athlete;
- (l) training or conditioning programs in preparation for a competition or tournament, participation in any such competition or race of any kind other than on foot, including but not limited to car or automobile racing, professional sports, contact sports, motorcycle racing, or powerboat racing; and
- (m) caving, bungee jumping, martial arts, hot-air ballooning, or any sport organized on a sponsorship basis or any other hazardous adventure activity.

5. Injury caused by:

- (a) The Insured's intentional self-inflicted injury, suicide or attempted suicide, or self-inflicted harm whether in a sane or insane state, or while suffering from mental illness, psychiatric disorder, nervous breakdown, or any condition that impairs judgment or self-control, or while engaging in fighting, assault, or deliberately exposing oneself to danger (except in an attempt to rescue another person or where such act is officially recognized by competent authorities as self-defense);
- (b) Any pre-existing physical or mental defect, debility, or infirmity;
- (c) The Insured being under the influence of drugs or addictive substances (except for those lawfully prescribed by a Physician other than for the treatment of drug addiction), or taking non-prescribed medication;
- (d) Any direct or indirect consequence of intoxication, narcotics, alcohol, intoxicating liquor, or similar stimulants, or insanity/dementia due to any cause (collectively referred to as the "Status"), where the Insured was aware of such Status at the time;
- (e) Any Pre-Existing Condition, including all injuries or illnesses not related to an Accident;
- (f) Complications arising from surgery, or any Accident occurring during the course of surgery, medical treatment, or maternity;
- (g) Food or drink poisoning (unless expressly agreed in writing by the Company), or inhalation of toxic fumes, gases, or substances;
- (h) Kidnapping, ransom demands, or any act of detention or holding for ransom. Pre-existing conditions including all injuries, sicknesses/diseases not relating to Accident;

6. The Insured

- (a) violates any law, rule, or regulation of local authorities or legally established organizations (whether intentional or unintentional), including but not limited to theft, robbery, failure to obey lawful orders, use of stimulants, explosives, prohibited substances or flammable devices (unless duly authorized), assault, or deliberate exposure to danger (other than an attempt to rescue another person); or violates traffic laws;
 - (b) works on a ship, vessel, or any other waterborne craft;
 - (c) serves in the navy, army, air force, or as a professional firefighter;
 - (d) participates in military training, combat, or any activity as a member of the armed forces, police, or security forces;
 - (e) participates in testing or trial operations of any means of transportation;
 - (f) engages in any offshore activities, including but not limited to diving, oil drilling, mining, aerial photography, handling or using explosives, or any other occupation involving exposure to height, depth, or heat hazards, including work performed at heights exceeding 30 meters (unless specifically approved in writing by the Company);
 - (g) uses a chainsaw or circular saw;
 - (h) suffers from neurological diseases, mental illness, psychiatric disorder, nervous breakdown, or any condition impairing awareness or behavioural control;
 - (i) suffers from leprosy;
 - (j) is permanently disabled by 50% or more prior to the Effective Date of the Insurance Policy;
 - (k) works in mining-related operations;
 - (l) dies from any cause other than an Accident.
7. Any accident, loss, damage, expense, bodily injury, actual or alleged liability, claim or claims for damages, directly or indirectly arising out of, resulting from, attributable to, or aggravated by asbestos, in whatever form or quantity.
8. Any accident, loss, damage, expense, bodily injury, actual or alleged liability, claim or claims for damages, directly or indirectly arising out of, resulting from, attributable to, or aggravated by:
- (a) diethylstilbestrol (DES), dioxin, urea formaldehyde, SARS, avian influenza, transmissible spongiform encephalopathies (TSE);
 - (b) acquired immune deficiency syndrome (AIDS), AIDS-related complex (ARC), or any syndrome or condition of a similar nature, however designated.
9. All treatments related to maternity, pregnancy, miscarriage, abortion, termination of pregnancy, complications arising from pregnancy.
10. Injury:
- (a) not arising from an Accident; or
 - (b) not occurring within the Insurance Period.
11. Dietary supplements and naturally available substances that may be purchased without a prescription, including but not limited to vitamins and minerals.
12. All dental treatments.
13. Prosthetic parts, orthopedic devices, replacement apparatus, rehabilitation equipment and medical devices. Expenses for equipping or using special devices

or equipment, mobility assistance devices, hearing aids, and/or visual aids, wheelchairs, crutches, or other devices.

- Orthopedic devices: Braces, splints, and other supportive tools used for persons with physical disabilities or impaired mobility, designed to support, assist, align, prevent deformity, or stabilize an damaged joints.
 - Replacement apparatus: Devices used to replace a lost body part for cosmetic or functional purposes, such as artificial limbs or prosthetic arms.
 - Rehabilitation devices are equipment and machinery that assist treatment to help the Insured recover bodily functions impaired by Accident, Congenital Diseases, or other causes. Different individuals require different treatment therapies and different corresponding supportive equipment and machinery.
 - Medical devices are instruments and medical equipment used as part of a treatment process, including surgeries, performed by a Physician and/or Medical Facility, deemed Medically Necessary and prescribed for the Insured, including cranial helmets/cranial protective helmets, nebulizers, ventilator and oxygen masks, hearing aids, splint, insulin pumps, infusion pumps, blood glucose monitors and test strips, orthosis/braces and orthopedic supports, voice prosthesis, rubber prosthetic feet, orthotic footbeds, diabetic test strips, colostomy bags, and other medical devices used by Physicians.
 - Mobility aids are the following items and their accessories deemed Medically Necessary and prescribed by a Physician to the Insured following surgical treatment due to Accident and/or Disease: crutches, canes, rollators, manual wheelchairs.
 - Other devices are not Rehabilitation devices, Medical devices, or Mobility aids.
14. Any treatment not prescribed by a Physician.
 15. Any intentional act causing loss or damage committed by the Insured, the Beneficiary, or the legal heirs of the Insured.
 16. Any form of cosmetic treatment, plastic surgery, or reconstructive surgery (including prosthetic or restorative procedures) following an Accident, and any consequences arising therefrom.
 17. Any experimental medical or surgical treatment, or other unproven therapies not scientifically recognized, and any related consequences.
 18. Any illness declared or classified as a pandemic by the World Health Organization (WHO) and/or other competent authorities. Coverage under the MEDICAL EXPENSES Section shall cease immediately as of the date such pandemic is declared or classified, and shall be reinstated when such pandemic status is officially lifted by the World Health Organization (WHO) and/or the relevant authority.
 19. Occupational or risk classifications of Class 4 are not covered under the terms of this Insurance Policy.
 20. Other exclusions as agreed with the Insured as specified in the Policy Schedule/ Certificate of Insurance.

SPECIAL EXCLUSIONS

1. Active War Risks
2. Medical expenses related to health (except where such expenses are related to an Accident).

3. Benefits for Temporary Disablement/ Daily Cash Allowances and Medical Expenses related to Injuries due to an Accident that is already covered under another insurance policy (excluding social insurance).

4. **Nuclear Energy Risks Exclusion Clause (1994)
(Worldwide excluding USA and Canada) - NMA 1975(A)**

This Insurance Policy 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 Insurance Policy, 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 Insurance Policy 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 Insurance Policy 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 Insurance Policy 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 Insurance Policy:

- 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 Insurance Policy 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 Insurance Policy indemnifiable sudden, unintended or unexpected happening.
3. Fines, penalties, punitive or exemplary damages.

Furthermore it is agreed that the Company is only liable for such claims which have been reported to the Company 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 the 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 PROVISIONS

1. Insurance Policy

An Insurance Policy is an agreement between the Policyholder/Insured and the Company, under which the Policyholder pays the insurance premium and the Company compensates or pays the insurance benefits according to the terms of the Insurance Policy.

The Insurance Policy comprises this Insurance Policy Wording, the Certificate of Insurance, the Benefit Plan, the Policy Schedule, the Application Form, and any Endorsements which together constitute the entire agreement ("Insurance Policy") between the Company, the Policyholder, and the Insured. These documents shall apply in the following order of precedence:

- (i) the Application Form / Quotation / Renewal Notice / Renewal Quotation;
- (ii) the Endorsements;
- (iii) the Certificate and/or the Policy Schedule;
- (iv) the Benefit Plan; and
- (v) this Insurance Policy Wording.

Any word or phrase assigned a specific meaning in any part of the Insurance Policy shall retain that meaning wherever it appears throughout the Insurance Policy.

No agent or third party is authorized to modify, amend, or waive any terms of the Insurance Policy. Any amendment to the Insurance Policy must be approved in writing by the Company.

2. Duty of Disclosure

- a. The accuracy of information provided in writing, by telephone, electronically, by email, via the Application Form, or in any other form by the Policyholder/Insured shall form the basis of and be part of the Insurance Policy. Before the Policyholder/Insured enters into this Insurance Policy and throughout the Policy Period, the Policyholder/Insured must provide and update the Company with all information that the Policyholder/Insured knows, ought to know, or is reasonably expected to know that may affect the Company's decision regarding the scope of coverage and the terms of the Insurance Policy. If the Policyholder/Insured fails to provide or update such information, the Company may:
 - (i) Reduce the amount of compensation payable under the Insurance Policy; or
 - (ii) Decline to pay any claim that may arise; or
 - (iii) Cancel the Insurance Policy from the Effective Date.
- b. Such information includes, but is not limited to: the Insured's claims history and previous insurance records, age, occupation, health status, any illnesses or medical conditions, and Usual Country of Residence.

3. Insured Object, Policyholder, Insured, Beneficiary

- a. The Insured Object is the health of the Insured, which falls within the scope of coverage under the Insurance Policy.
- b. The Policyholder must (i) be a legally established and operating organization in Vietnam at the time of entering into the Insurance Policy; (ii) meet the conditions for purchasing insurance under the Insurance Policy; and (iii) have an insurable interest in the Insured in accordance with applicable law.
- c. The Insured shall be Vietnamese citizens and foreigners whose Usual Country of Residence is Vietnam, aged from 6 months to 65 years, and extendable up to 80 years for renewal Insurance Policies (if any). The Company only accepts insurance for Minor Child if they are insured under the same Insurance Policy as their biological/adoptive parent or legal guardian.
- d. While the Insureds reside in Vietnam, the Insureds are required by law to consecutively maintain legally valid visa and/or temporary residence card. Liberty reserves all rights to either put the Insureds' claim(s) on hold until the Insureds present it to us or to reject their claim(s) and/or unilaterally terminate their insurance policy with us from the expiry date of the latest visa and/or temporary residence card, as the case may be, if the Insureds do not have any of them. No premium will be refunded when we unilaterally terminate your insurance policy if we have paid any claim to the Insured.
- e. Citizens of countries subject to sanctions by the United Nations, the United States of America, the European Union and the United Kingdom shall not be eligible to be the Policyholder/ the Insured under this Insurance Policy.
- f. The Beneficiary is the person designated by the Policyholder to receive the insurance benefit under a Personal Accident Insurance Policy, or the Insured designated under a Group Insurance Policy to receive the insurance benefit. Any change of Beneficiary must comply with applicable law.

- g. If the geographical scope under the Insurance Policy is Worldwide, as specified in the Policy Schedule/Certificate of Insurance, the Insured may reside outside Vietnam for a maximum of 180 consecutive days for each time.

4. Conditions precedent to liability

- (a) The Company's liability to the Insured shall only arise if the following conditions precedent are fulfilled:
 - (i) The Company must be provided with all necessary statements and declarations by the Policyholder and/or Insured (or the parent or legal guardian if the Insured is a Minor Child) through the Application Form and any accompanying information. All such statements and declarations must be accurate, true and complete. If the Policyholder/Insured provides information on behalf of a Dependant, such information shall also be accurate, true and complete.
 - (ii) The conditions precedent as specified in Article 16 (Premium Payment Term) under GENERAL PROVISIONS of this Insurance Policy Wording.
- (b) If any of the above conditions precedent are not met, the Company shall have no liability towards the Insured, and reserves the right to decline claims/payments and/or terminate the Insurance Policy in accordance with its termination provisions.

5. Fraud and handling methods

If any claim is found to be false or fraudulent, or if the Policyholder or any representative of the Policyholder uses fraudulent means or devices to obtain insurance benefits under the Group Insurance Policy, the Group Insurance Policy shall be immediately void, all insurance benefits shall be forfeited, and the Company shall have the right to retain (offset) one million and five hundred dongs (VND 1,500,000 plus applicable taxes for each Insurance Policy or Endorsement before refunding the premium.

In the event that an Insured makes a false or fraudulent claim, the portion of the Insurance Policy relating to that Insured shall be immediately void, all insurance benefits for that Insured shall be forfeited, and the Policyholder/Insured shall indemnify the Company one million and five hundred dongs (VND 1,500,000, which shall be deducted from the premium before any refund. This provision does not affect the remainder of the Group Insurance Policy that remains in force.

6. Reasonable Precautions and Material Changes

The Policyholder and the Insured, at their own expense, must take all reasonable precautions to prevent Accidents and comply with statutory requirements, as well as any reasonable recommendations made by the Company.

The Policyholder and/or the Insured are responsible for notifying the Company of any material information or changes that may increase the risk or give rise to additional liability for the Company. The Company shall have the right to continue coverage under revised terms, conditions, and premiums that it deems appropriate for such changes, and/or unilaterally terminate the Insurance Policy if the Insured does not accept the

proposed terms. Any claims arising from or related to such changes will not be payable unless and until the Company has been informed of the changes and has agreed to continue the coverage.

7. Termination of insurance benefits

7.1. Insurance for an Employee under the Group Insurance Policy shall automatically terminate on the earliest of the following dates:

- (a) The date the Employee no longer qualifies for insurance;
- (b) The date the Group Insurance Policy terminates;
- (c) The date the Employee's employment with the Employer ends;
- (d) The date following the end of the Payment Period, if the premium relating to the Employee is not paid or is not fully and timely paid to the Company;
- (e) The date the Employee resides outside Vietnam for more than one hundred and eighty (180) consecutive days without prior notice to the Company and/or without the Company's consent to continue coverage;
- (f) The date the Employee fails to notify the Company of any changes in factors used to calculate premiums that increase the insured risk (including but not limited to failure to comply with the Reasonable Precautions and Material Changes requirements under Article 6 (Reasonable Precautions and Material Changes) under GENERAL PROVISIONS of this Insurance Policy Wording, changes in occupation, or any Sickness/Disease/Injury arising during the Insurance Period; or other changes in factors used to calculate premiums that increase insured risk;
- (g) The date the insurance benefits applicable to the Employee have been fully utilized;
- (h) The expiry date of the Employee's Insurance Period.

In cases (a), (c) or (e) of Article 7.1 above, the Policyholder shall be entitled to a refund of premiums paid for the Employee, minus the premium due for the period the Employee was insured, calculated on a short period premium rate basis according to the relevant Short period rate table for the Insurance Policy effectiveness period, provided that no claim has been made in respect of that Employee and there is no breach of the Insurance Policy at that time.

7.2. Insurance for an Insured who is a member of a Sponsoring Organization shall automatically terminate on the earliest of the following dates:

- (a) The date the Insured ceases to meet the membership requirements of the Sponsoring Organization;
- (b) The date the Insured ceases to meet any conditions for coverage under the Insurance Policy as specified in the Policy Schedule;
- (c) The date the Group Insurance Policy terminates;
- (d) The date following the end of the Payment Period, if the premium relating to the Insured is not paid or is not fully and timely paid to the Company;
- (e) The date the Insured resides outside Vietnam for more than one hundred and eighty (180) consecutive days without prior notice to the Company and/or without the Company's consent to continue coverage;
- (f) The date the Insured fails to notify the Company of any changes in factors used to calculate premiums that increase the insured risk (including but not

limited to failure to comply with the Reasonable Precautions and Material Changes requirements under Article 6 (Reasonable Precautions and Material Changes) under GENERAL PROVISIONS of this Insurance Policy Wording, changes in occupation, or any Sickness/Disease/Injury arising during the Insurance Period; or other changes in factors used to calculate premiums that increase insured risk;

- (g) The date the insurance benefits applicable to the Insured have been fully utilized;
- (h) The expiry date of the Insured's Insurance Period.

In cases (a), (b), or (e) of Article 7.2 above, the Policyholder shall be entitled to a refund of premiums paid for the Insured, minus the premium due for the period the Insured was insured, calculated on a short period premium rate basis according to the relevant Short period rate table for the Insurance Policy effectiveness period, provided that no claim has been made in respect of that Insured and there is no breach of the Insurance Policy at that time.

7.3. Insurance for an Insured who is a Dependant shall automatically terminate on the earliest of the following dates:

- (a) The date the Dependant no longer qualifies as a Dependant under the definition of Dependant;
- (b) The date the Group Insurance Policy terminates;
- (c) The date the insurance benefits applicable to the related Insured (to which the Dependant is linked) under the Group Insurance Policy terminate;
- (d) The date following the end of the Payment Period, if the premium relating to the Dependant is not paid or is not fully and timely paid to the Company;
- (e) The date the Dependant resides outside Vietnam for more than one hundred and eighty (180) consecutive days without prior notice to the Company and/or without the Company's consent to continue coverage;
- (f) The date the insurance benefits applicable to the Dependant have been fully utilized;
- (g) The expiry date of the Dependant's Insurance Period;
- (h) The date the Policyholder/Insured/Dependant fails to notify the Company of any changes in factors used to calculate premiums that increase the insured risk (including but not limited to failure to comply with the Reasonable Precautions and Material Changes requirements under Article 6 (Reasonable Precautions and Material Changes) under GENERAL PROVISIONS of this Insurance Policy Wording; changes in any Sickness/Disease/Injury arising during the Insurance Period, or other changes in factors used to calculate premiums that increase insured risk.

In cases (a), (c), or (e) of Article 7.3 above, the Policyholder shall be entitled to a refund of premiums paid for the Dependant, minus the premium due for the period the Dependant was insured, calculated on a short period premium rate basis according to the relevant Short period rate table, provided that no claim has been made in respect of that Dependant and there is no breach of the Insurance Policy at that time.

8. Termination of the Insurance Policy

A. The Insurance Policy shall terminate in the following cases:

8.1. When the insurance benefits of all Insureds under the Insurance Policy are terminated.

8.2. By mutual agreement between the Policyholder and the Company.

8.3. Cancellation of the Insurance Policy:

- (a) Upon entering into the Insurance Policy, the Company is responsible for providing complete and accurate information regarding the Insurance Policy and explaining the insurance conditions and terms to the Policyholder. The Policyholder is responsible for providing complete and true information regarding the Insured Object to the Company.
- (b) If the Policyholder intentionally provides incomplete or false information (i) for the purpose of entering into the Insurance Policy; and/or (ii) to obtain compensation or insurance benefits, the Company has the right to cancel the Insurance Policy. In such case, if the Company decides to cancel the Insurance Policy, the Company shall not pay any compensation or insurance benefits and shall refund the premium to the Policyholder after deducting the expenses specified under Point B, Article 8 (Termination of the Insurance Policy) of this Insurance Policy Wording.. At the same time, the Policyholder shall indemnify the Company for any losses incurred, including amounts already paid under the Insurance Policy and any other losses (if applicable). The Company has the right to deduct such indemnity payments from the premium before refunding the remaining amount to the Policyholder (if any).
- (c) If the Company intentionally fails to provide information or provides false information for the purpose of entering into the Insurance Policy, the Policyholder has the right to cancel the Insurance Policy and receive a refund of the premiums paid.
- (d) The Company has the right to cancel the Insurance Policy if any conditions precedent for liability under the Insurance Policy are not met or complied with.
- (e) The Insurance Policy may be canceled in accordance with Article 5 (Fraud And Handling Methods) under GENERAL PROVISIONS of this Insurance Policy Wording.

8.4. Unilateral Termination of the Insurance Policy:

8.4.1. When there is a change in the factors used to calculate premiums that reduces the insured risks, the Policyholder has the right to request the Company to take one of the following actions:

- (a) Reduce the premium for the remaining period of the Insurance Policy;
- (b) Increase the sum insured for the remaining period of the Insurance Policy;
- (c) Extend the Insurance Period;
- (d) Expand the scope of insurance coverage for the remaining period of the Insurance Policy.

If the Company does not accept the request under Article 8.4.1 above, the Policyholder has the right to unilaterally terminate the Insurance Policy but must provide immediate written notice to the Company.

8.4.2. When there is a change in the factors used to calculate premiums that increases the insured risks (including failure by the Policyholder/Insured to comply with the Reasonable Precautions and Material Changes requirements under Article 6 (Reasonable Precautions or the Material Changes) under GENERAL PROVISIONS of this Insurance Policy Wording; changes in occupation or any Sickness/Disease/Injury arising during the Insurance Period; and other changes in the factors used to calculate premiums that increase insured risk), the Company has the right to take one of the following actions:

- (a) Recalculate the premium for the remaining period of the Insurance Policy;
- (b) Reduce the sum insured for the remaining period of the Insurance Policy;
- (c) Shorten the Insurance Period;
- (d) Narrow the scope of insurance coverage for the remaining period of the Insurance Policy.

8.4.3. If the Policyholder does not accept the Company's actions under Article 8.4.2 above, the Company has the right to unilaterally terminate the Insurance Policy, provided that written notice is given to the Policyholder before termination.

8.4.4. The Company has the right to unilaterally terminate the Insurance Policy if the Policyholder fails to pay the premium or fails to pay the full premium within the agreed period or within any extended period for payment (if applicable).

8.5. The Policyholder or Insured dies or no longer meets the conditions/ regulations to be recognized as a Policyholder or Insured under Article 3 (Insured Object, Policyholder, Insured, Beneficiary) of GENERAL PROVISIONS of this Insurance Policy Wording and/or under applicable law.

If the Insurance Policy covers more than one Insured, the Insurance Policy shall only terminate with respect to the Insured who no longer meets the conditions/ regulations to be recognized as a Policyholder or Insured under Article 3 (Insured Object, Policyholder, Insured, Beneficiary) of GENERAL PROVISIONS of this Insurance Policy Wording and/or under applicable law.

8.6. Other cases as prescribed by law.

B. In any case of termination of the Insurance Policy where the Company refunds the premium to the Policyholder (whether based on the remaining period of the Insurance Policy or any other calculation method - at the discretion of the Company), the Company has the right to retain (offset) one million and five hundred dongs (VND 1,500,000) plus applicable taxes for each Insurance Policy before refunding the premium. If, at the request of the Policyholder, the refunded amounts

are to be paid/ refunded via bank transfer, any bank fees incurred will be borne by the Company if the transfer is made to a domestic bank account or paid through identification documents at a bank designated by the Company ("Standard Payment Method by the Company"), unless the Policyholder requests otherwise. In case of transfer to an overseas bank account or payment methods other than the Standard Payment Method by the Company, any transfer fees or payment charges shall be borne by the Policyholder.

Notwithstanding the above refund provisions or any other provisions in the Insurance Policy (if any), the Company reserves the right not to refund any premium if the Insurance Policy terminates in respect of an Insured after the Company has paid any claim for that Insured.

9. Short period premium rates

<u>Period</u>	<u>Premium</u>
Up to 3 months	40% of annual premium
From 3 to 6 months	70% of annual premium
From 6 to 9 months	90% of annual premium
Over 9 months	100% of annual premium

10. Claims payment

The Company reserves the right to decline any claim or insurance benefit payment in cases that are not within the scope of insurance liability or are excluded from coverage as agreed under the Insurance Policy.

11. Coordination of Benefits/ Other Insurance

All Insureds who are covered under any other medical or accident insurance policies must notify the Company of such participation and provide the Company with a copy of the relevant insurance policy and a summary of benefits under such insurance policies.

In the event that medical expenses related to the same Injury covered under this Insurance Policy are also claimable under other types of insurance or insurance policies, the Company shall only be liable for the amount exceeding the compensation received from such other insurance or in proportion to the insured amount of this Insurance Policy compared to the total limits of liability under all insurance policies. Accordingly, if the Company pays the Insured or the Beneficiary an amount greater than the actual liability, the Insured/Beneficiary shall be obliged to reimburse the excess amount to the Company.

In the event that an Injury to the Insured arises from the act or negligence of a third party, the Policyholder and/or the Insured shall use their best efforts to claim full compensation for the loss from such third party. The Policyholder and/or the Insured must promptly notify the Company in any case where a claim against a third party is possible. At the request and expense of the Company, the Policyholder/Insured/Beneficiary shall take all reasonable actions to assist the Company in recovering the compensation from such third party, to which the Company is legally entitled under applicable laws.

12. Health examination, medical evaluation

During any claim period and for the purpose of evaluating a claim, the Company, through its medical representative or a Medical Facility (other than the Medical Facility that examined or treated the Insured's condition/disease), shall have the right to examine the health and conduct medical evaluation of any Insured at any time and as often as may be reasonably required; the Company shall also have the right to conduct a post-mortem examination in case of death, where not prohibited by law or religious restrictions. The Company shall be responsible for all costs of such health examinations and medical evaluation, unless the claim is proven to be invalid, in which case the Company shall have the right to recover all such costs from the Policyholder/Insured.

13. Claims procedures

a. Claim notification

The Insured must notify the Company in writing within thirty (30) days from the date of the Accident, providing full details of any Injury that may give rise to a claim under this Insurance Policy. The Insured must complete the forms prescribed by the Company and submit them within 30 days from the date of the insured event, together with supporting evidence of the insured event and the details of losses. All Certificates of Insurance, invoices, and forms required, which are provided by the Company free of charge, must be fully completed in accordance with the Company's instructions. In any case, the claim submission period under the Insurance Policy is 01 year from the date of loss of insurance event.

b. Treatment

The Insured must use services provided by the designated attending Physician and must undergo any treatment deemed Medically Necessary by the attending Physician.

c. Claims documentation

All documents, information, and evidence must be provided to the Company in original form (copies may be submitted only with the Company's consent), including but not limited to:

- Fully completed Claim Form using the Company's template, signed by the claimant (Insured/ Insured's legal heir/ Insured's authorized representative), and signed and sealed by the Policyholder if it is an organization (unless otherwise agreed);
- Accident report;
- Injury certificate (for Permanent Disablement) or death certificate (for Death);
- Proof of legal inheritance (if Death occurs and no prior Beneficiary designation exists);
- Medical leave from attending Physician or social insurance leave certificate (if the Insured must take leave for treatment following the Accident);
- Medical treatment records (medical summary, discharge certificate, surgery certificate, prescription, the attending physician's indication and clinical

- medical results, breakdown of charges, VAT invoices, etc.);
- Timesheets, employment contracts/labor agreements;
- Any other documents requested by the Company.

- d. Failure to comply with the timing or procedural requirements for submitting a claim will result in forfeiture of the claim, and no benefits shall be payable.

14. Governing law and dispute resolution

The parties hereto agree that the law of the Socialist Republic of Vietnam shall govern and control in the event of any conflict or dispute between the parties with regard to the Insurance Policy.

Any dispute or conflict arising under or in connection with this Insurance Policy shall first be resolved by the parties through negotiation and amicable conciliation. If no amicable settlement is reached within thirty (30) days from the date one party notifies the other of such dispute, the parties agree to submit the dispute to the exclusive venue and jurisdiction of the competent courts of the Socialist Republic of Vietnam for resolution.

15. Prevailing language

This Insurance Policy is drafted and issued in Vietnamese and may be translated into other foreign languages for reference purposes. In the event of any discrepancy between the Vietnamese version and the foreign language version, the Vietnamese version shall prevail.

16. Premium Payment Term

- A. The parties declare and agree that a condition precedent for the Company's liability under the Insurance Policy is that any premium due must be paid and received in full by the Company (or by any party authorized to collect the premium under an agreement with the Company):
- (a) Except as provided in Item (b) below, for the Insurance Policy, within thirty (30) days from the Effective Date of the Insurance Policy; if the Insurance Period is less than 30 days, the Payment Period shall equal the Insurance Period.
 - (b) For the Insurance Policy, if the Company agrees to allow installment payments, the premium for the first installment must be paid within 30 days from the Effective Date, and subsequent installments must be paid on the agreed dates. Installment payments are not applicable if the Insurance Period is less than 30 days.
 - (c) For any Endorsements resulting in additional premium, the premium must be paid within 30 days from the Effective Date specified in each respective Endorsement; if the Insurance Period is less than 30 days, the Payment Period shall equal the Insurance Period.
- B. In the event that the premium for the Insurance Policy or Endorsement is not fully paid to the Company (or the party authorized to collect the premium under an agreement with the Company) as described in Section A right above, in the manner and within the period specified ("Payment Period"), the Insurance

Policy/Endorsement shall automatically terminate on the day immediately following the last day of the Payment Period, and the Company shall be released from all liability from the termination date. Accordingly:

- (a) The Group Policyholder remains liable for the pro-rated premium from the start of the Insurance Period to the termination date of the Insurance Policy/Endorsement, calculated based on the ratio of the days the Insurance Policy/Endorsement was in force over the total Insurance Period (“pro-rata”), even if no claim arises for any insured event.
- (b) The Policyholder remains liable for premium and is entitled to receive corresponding claims if a covered event occurs during the period from the start of the Insurance Period to the termination date of the Insurance Policy/Endorsement. Accordingly, for each Insured:
 - The premium shall be calculated on a pro-rata basis;
 - The maximum amount payable to the Insured shall not exceed zero point one percent (0.1%) of:
 - (i) The liability limit of each Benefit as specifically provided for each Sickness/Disease/Injury in the Benefit Plan; or
 - (ii) The limits stated in the Policy Schedule and/or Endorsement for any claim related to Death/Permanent Disablement, Temporary Disablement, Medical Expenses (and/or other documents under the Insurance Policy, if any), whichever is lower.

The Company has the right to deduct the premium before paying claims.

After the Insurance Policy/Endorsement terminates in accordance with Section B right above, if the Policyholder wishes and at the discretion of the Company regarding the reinstatement of the Insurance Policy/Endorsement, the Policyholder and the Company may agree on premium, conditions, and terms applicable to the restored period (as reflected in the respective Endorsement(s)).

17. Currency

In the event of a claim, any claim payment shall be made in Vietnamese Dong (VND). If a conversion to VND is required, the exchange rate applied shall be the telegraphic transfer selling rate of Vietcombank (or the telegraphic transfer selling rate of Citi Bank) at the time the claim decision or payment is made.

CONVERSION FROM GROUP INSURANCE POLICY TO INDIVIDUAL INSURANCE POLICY

The Policyholder/Insured under a Group Insurance Policy has the right to request the Company to convert their coverage to an Individual Insurance Policy after at least one (1) year of coverage under the Group Insurance Policy. Accordingly, the Company reserves the right to review the request, request the Policyholder/Insured to provide additional information, documents and determine the terms and conditions of the

Individual Insurance Policy in accordance with the request of the Policyholder/Insured; any changes related to benefits and terms and conditions of the insurance (if any) shall be notified in writing to the Policyholder/Insured. The Company reserves the right to refuse the conversion to an Individual Insurance Policy if such conversion is not in accordance with the provisions of the Insurance Policy, the Company's insurance products or at the Company's sole discretion.