

PERSONAL SAFETY INSURANCE POLICY WORDING

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This Policy, the Schedule or Certificate of Insurance and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree:

1. The Proposal shall be incorporated in and be the basis of the contract.
2. The Insured Person or Holder will pay the premium
3. The Company will provide the insurance subject to the terms of this Policy.
4. The following shall be conditions precedent to any liability of the Company.
 - a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured Person.
 - b) The truth of the Proposal

Provided that this Policy shall not be in force unless it has been initialed by an authorized person.
In witness whereof this Policy has been signed by the order of the Board of Directors.

PART I – SCOPE OF COVER

If during the Period of Insurance the Insured Person shall sustain accidental Bodily Injury which shall solely and independently of any other cause, result within two years in Death, the Permanent Disablement or incur Medical expenses for which the Benefit is claimed, the Company will pay to the Insured Person, or to the Insured’s legal representative the benefits stated in the Schedule or Certificate of insurance.

PART II – GENERAL EXCLUSIONS

BAOVIET shall not be liable for

1. Death or Bodily injury

- a) Sustained
 - i) While the Insured Person is engaging in (or practicing for or taking part in training peculiar to any of the Excluded Activities listed below:

1. Aqualung diving	10. Motor competitions	18. Use of wood-working machinery.
2. Boxing	11. Parachuting	19. Water ski-jumping and tricks.
3. Climbing	12. Polo	20. Winter Sports.
4. Flying except Air travel	13. Pot-holing	21. Wrestling
5. Football	14. Power-boating	22. Yatching beyond 5 kilometers of a coastline.
6. Hang gliding	15. Racing	23. Naval, military or air force service or operation.
7. Hunting	16. Show jumping	
8. Hurling	17. Skydiving.	
9. Ice hockey		

- (ii) By any person who does not attain the age of 18 or is over 65 years of age at the commencement date of the policy unless stated to the contrary in the Schedule or Certificate of Insurance.

b) consequent upon

- i) The Insured Person committing or attempting to commit suicide or willfully exposing himself to needless peril except in an attempt to save human life.
 - ii) The Insured Person’s own criminal or felonious act.
 - iii) War, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power or riot or civil commotion.
- c) arising out of or related to, either directly or indirectly, any “Terrorist Activity” as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the bodily injury.

2. Bodily injury directly or indirectly arising out of or consequent upon or contributed to by the Insured Person.

- a) Being under the influence of drug or narcotics unless the Insured Person proves that the drugs or narcotics was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction.
- b) Use of alcohol with the concentration exceeding the one defined in the current local motor vehicle laws
- c) Suffering from pre-existing physical or mental defect or infirmity which had or had not been declared to and had not been accepted in writing by BAOVIET.

3. Death Disablement or Medical Expenses directly or indirectly arising out of or consequent upon or contributed to by:

- a) Pregnancy, childbirth, sickness or disease not resulting from bodily injury.

- b) Bodily injury due to a gradually operating cause.
 - c) Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - d) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component, asbestos contamination.
4. Bodily Injury in respect of an Insured Person directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired, or may be named.
5. Travel costs unless specifically agreed by Us in writing prior to travel. No travel costs are payable where Treatment is obtained solely as an Out-Patient.

PART III – SCHEDULE OF COMPENSATION

This insurance covers in respect only of such of the following benefits as stated to be covered in the Schedule or Certificate of Insurance.

Insured events		Compensation As a percentage of relevant Sum Insured
Bodily Injury resulting directly in:		
1. Death	1.	100%
2. Permanent Total Disablement from any gainful employment	2.	100%
3. Permanent Partial Disablement	3.	
Permanent and total loss of		
Hearing in both ears	3.1	70%
Hearing in one ear	3.2	20%
Speech	3.3	50%
Eye		
Sight in both eyes	3.4	100%
Sight in one eye	3.5	50%
Loss by physical severance or permanent and total loss of use of:		
Two limbs or one limb and one eye	3.6	100%
Hand from shoulder	3.7	50%
Leg from hip	3.8	50%
Great toe - both phalanges	3.9	10%
one phalanx	3.10	03%
Any other toe	3.11	02%
Thumb - both phalanges	3.12	25%
- one phalanx	3.13	10%
Index finger	3.14	15%
Middle finger	3.15	10%
Ring finger	3.16	08%
Removal of lower jaw by surgical operation	3.17	25%
Loss of part of a finger	3.18	The amount payable per phalanx lost shall be calculated at one third of the percentage specified above for the finger concerned.
Any Permanent Partial Disablement not specified	3.19	Amount payable shall be assessed according to the seriousness of the disability as compared with that of these actually specified without taking into account the occupation of the Insured.
4. Medical Expenses		
Medical, surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of accidental bodily injury.		Reimbursement up to the Medical Expenses Limit specified in the Schedule or Certificate of Insurance per policy period.

PART IV - INTEPRETATIONS

For the purpose of this Policy:

1. **Insured Person** shall mean the person identified in the Schedule or Certificate of Insurance as such.

2. **Holder** shall mean the person or entity effecting the insurance on behalf of the Insured Person and as specified in the Schedule or Certificate of insurance if applicable.
3. **The Company, We, Us** means BaoViet Insurance Corporation (BAOVIET) having address at 35 Hai Ba Trung Street, Hoan Kiem District
4. **Proposal** shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured or the Insured Person in addition thereto or in substitution therefor.
5. **Accident** shall mean any sudden and unforeseen event caused by an external, violent and visible means during the Policy period resulting in Bodily Injury to the Insured Person and occurs beyond the Insured Person's control.
6. **Bodily Injury** shall mean a specific physical injury caused by an Accident. An injury is a Bodily Injury only if it is the first consequence of an Accident and is not the accumulation of a series of accidents or traumas and if it is not directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process or infirmity existing prior to the inception of this Policy. A physical impairment, defect, degenerative process or infirmity exists prior to the inception of this Policy if it has been diagnosed by a health care practitioner prior to the date of inception of this Policy or in the event that it has not been so diagnosed then, in the opinion of a health care practitioner the Insured Person could reasonably have been expected to be aware of its existence on the date of inception of this Policy.
7. **Serious Medical Situation/Life-threatening situation** Shall mean a condition which in the opinion of the Assistance Company and/or BAOVIET constitutes a serious medical Emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical Emergency and the local availability of appropriate medical care or facilities.
8. **Terrorist Activity**
 - A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
 - (i) is declared by any authorized government official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 - (ii) includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible property, the environment, or any natural resources, where the act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
 - (iii) Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems; electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
 - B. Any of the activities listed in section A(iii) above shall be considered Terrorist Activity except where the Insured Person or Holder can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
 - (i) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (ii) influence, disrupt or interfere with any government related operations, activities or policies;
 - (iii) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (iv) disrupt or interfere with a national economy or any segment of a national economy.
9. **Climbing** shall mean mountaineering or rock cliff climbing necessitating the use of ropes or guides.
10. **Air Travel** shall mean mounting into, travelling in or dismounting from any fully licensed passenger caring aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein.
11. **Football** shall not include association football as an amateur.
12. **Power-Boating** shall mean the use of any combination of boat and engine capable of travelling faster than thirty knots.

13. **Racing** shall not include racing on foot.
14. **Wood Working Machinery** shall not include portable tools applied by hand and used solely for private purpose without reward.
15. **Winter Sports** shall not include curling or skating.
16. **Wrestling** shall include judo karate and any form of unarmed combat.
17. **Loss of Limb shall mean:**
 - a) In the case of lower limb lost by physical severance at or above the ankle or permanent total loss of use of an entire arm or hand.
 - b) In the case of an upper limb lost by physical severance of at least four all fingers in their entirety or permanent total loss of use of an entire arm or hand.
18. **Loss of Eye** shall include total and irrecoverable loss of sight.
19. **Permanent Total Disablement** means permanent total incapacity to follow usual occupation or any other occupation for which the Insured Person is suited by knowledge or training and which lasts at least 104 weeks and at the expiry of that period is beyond hope of improvement.
20. **Territorial Scope:** Worldwide – where the accident happened and/or the medical customary and necessary expenses incurred to/by the Insured may be considered payable under this insurance.

PART V - CONDITIONS

1. Selection of Benefits:

Benefit 4 may not be insured without Benefit 1,2 and 3.
 Benefit 3 may not be insured without Benefit 1,2 nor for a larger amount than Benefit 1,2.
 Benefit 2 may not be insured without Benefit 1 nor for a larger amount than Benefit 1.
 Benefit 1 may not be insured on its own.
2.
 - a. Compensation shall not be payable for more than one of the Insured Events listed under Benefit 1-3 in respect of the same injury, in which case the highest compensation will be payable.
 - b. For 100 percent of any Benefits 1 to 3 becomes payable, this Policy shall thereafter cease to apply to the Insured concerned.
 - c. Permanent Total Disablement shall have lasted for 104 consecutive weeks before Benefit 2 becomes payable.
 - d. The total amount payable under Benefit 3 in respect of any one Insured in connection with the same accident shall not exceed 100 percent of the figure shown in the Schedule or Certificate of Insurance.
 - e. If Death Benefit is not covered, then no claim shall be payable in respect of Benefit 2 or 3 until at least thirteen weeks after the date of accident and such Benefit shall then only be payable if the Death Benefit would not if included have become payable during that thirteen weeks as a result of the accident.

If a Death Benefit is included but is less than Benefit 2 or 3, the amount payable in respect of Benefit 2 or 3 shall not exceed the Death Benefit until thirteen weeks have elapsed from the date of the accident and balance shall then only be payable if the Death Benefit has not in the meantime become payable as a result of the accident within that period.
 - f. No sum payable under the Policy shall carry interest.
 - g. No Benefit shall be payable due solely to inability to take part in sports or pastimes.
3. In respect of Benefit 4 – Medical Expenses, if the Insured Person have any other insurance in place covering the same loss, the Company shall only be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith, but in any event not exceeding the Medical Expenses amount stated in the Schedule or Certificate of insurance.
4. No compensations are payable unless as soon as possible after the happening of any Injury the Insured Person obtain and follow medical advice from a legally qualified medical practitioner.
5. As soon as practicable and in any case within fourteen(14) days after the happening of any event which may give rise to a claim, written notice shall be given to the Company.
6. All certificates information and evidence required by BAOVIET shall be furnished free of expense to and in the form prescribed by BAOVIET. The Insured shall as often as required submit to medical examination on behalf of and at the expense of BAOVIET in connection with any claim.

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 expenses.

7. The Insured Person or the Insured Person's personal representatives receipt of full compensation as set out in the Schedule or Certificate shall discharge BAOVIET from any liability under the Policy. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue BAOVIET. If the Insured comprises more than one party having an interest in the Insured Person, Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Policy.
8. The Company shall not be bound to accept or be affected by any notice of any trust charge lien assignment or other dealing with or relating to this Policy.
9. The Insured Person or Holder shall give notice to the Company within a reasonable time or within 30 days on any material change in the Business or the Insured Person's occupation or activities and shall pay any additional premium required by the Company in consequence thereof.
10. If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured Person and Holder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record, the Insured or Holder shall within one month after the expiry of each period of Insurance furnish such information as the Company may require the Premium of Renewal Premium shall thereupon be adjusted.
11. Word which are used in the masculine gender shall be understood to be the feminine when applicable.
12. The Company or the Holder may cancel this Policy by giving seven day notice in writing to the other party at its last known address. If the Company gives such notice, the Holder or Insured Person shall thereupon become entitled to a proportionate return of premium, otherwise the Holder or Insured Person shall only be entitled to a return of premium in accordance with the Company's usual short period scale, provided that no claim made in the current Period of Insurance.
13. If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain benefits hereunder then this Insurance shall be cancelled immediately and all benefits and premiums forfeited.
14. No action in law or in equity shall be brought to recover under the Policy prior to the expiration of sixty days (60) after proof of claim has been furnished or after the expiration of 30 days from which the Insurer made the decision on the settlement of the claim. Nor shall any such action be brought at all unless commenced within two years from the date of such claim.
15. The parties herein agree that the Law of Socialist Republic of Vietnam shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy.
16. All different arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they can not agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an award shall be a condition precedent to any right of action against us.

SPECIAL PROVISIONS

17. Exposure

Death Disablement or Medical Expenses as the direct result of exposure of the Insured Person to the elements shall be deemed to have been caused by accidental bodily injury.

18. Disappearance.

We shall presume death to have been suffered by the Insured Person if he or she is missing for twelve (12) consecutive months and sufficient evidence is produced satisfactory to the Company that leads us inevitably to the conclusion that he sustained accidental Bodily Injury and that such injury caused his death, the Company shall forthwith pay the Death Benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

ENDORSEMENT NO. 1 - (Weekly Benefit)

The insurance provided by this Policy is extended to apply for the following:

In the event that the Insured Person sustains Bodily Injury occurring during the Policy period and which solely and independently of any other cause, results in Temporary Disablement of the Insured Person, the Company agree to pay the weekly benefit stated in the Schedule or Certificate of Insurance to the Insured Person, subject always to the terms, conditions and exclusions of the Policy unless otherwise specified herein.

In this Extension:

1. **Temporary Disablement** means disablement which entirely prevents the Insured Person from attending his usual business or occupation as declared.

2. **Weekly Benefit** means all forms of Compensation payable at a rate per week and is the amount to be chosen by the client and agreed by the Company. The client is requested to provide information on his weekly wages before quotation. In the event of claim, the amount payable for Weekly Benefit will be based on the sum insured specified in the Schedule or Certificate of Insurance.
3. **Weekly Wages** means one fifty-second part of Annual Earnings.
4. **Annual Earnings** means
 - 4.1. if the Insured Person is an employee, the total calculated at the annual rate of wage or salary and any other allowances excluding bonuses, commission, overtime payments being paid or allowed to the Insured Person at the time of Bodily Injury occurs;

Provided always that in respect of an Insured Person employed under contract the period for which is less than one year the term "Annual Earnings" shall mean the amount due to be paid to such person during the contract period, including the value of any accommodation and food allowances, but excluding any expenses of a reimbursive nature.
 - 4.2. if the Insured Person is not an employee, the gross annual derived from personal exertion after deducting any expenses necessarily incurred by the Insured Person in deriving that income averaged over the period of twelve (12) months prior to the date Disablement commences or over such shorter period as the Insured Person shall have been engaged in your occupation or business.

ADDITIONAL PROVISIONS APPLY TO ENDORSEMENT NO. 1

1. Weekly Benefit can not be insured without Benefit 1,2,3.
2. The Company will pay one seventh (1/7th) of the Weekly Benefit for each day of Temporary Disablement where Disablement lasts for less than a week.
3. Payment of any regular amounts in respect of claims for Temporary Disablement will be made at the end of each four (4) weeks and will be paid immediately upon receipt of written proof.
4. Weekly Benefit payable for Temporary Disablement shall be reduced by the amount of any Worker' Compensation entitlement or any other payment which the Insured Person are entitled to receive from any other insurances in force. The Insured Person must give the Company immediate written notice if he/she take out any other insurance with any insurer providing for weekly compensation of a similar kind which, together with this insurance, will exceed his/her Earnings.
5. No further compensation will be payable under this insurance and cover under this endorsement will cease if the Insured Person or the Insured Person's legal representative becomes entitled to the payment of Weekly Benefits for the maximum period stated in the Schedule or Certificate of Insurance.
6. A single benefit only shall be payable following two or more accidents when the periods of Temporary Disablement are concurrent.
7. The Insured Person is deemed to have made a recovery when he is able to participate in his/her regular occupation, or qualified medical practitioners appointed by Bao Viet confirms that his health fit for the regular occupation as stated in the Schedule or Certificate of Insurance and perform the major duties thereof even if he chooses not to.