
PERSONAL ACCIDENT INSURANCE POLICY

Here is your new Insurance Policy. Please examine it together with the Schedule, to make sure that you have the protection you need.

It is important that the Policy, the Schedule and any amendments are read together to avoid any misunderstanding.

Almost certainly your needs will change. If they do, please let us know - your Policy is designed for easy amendment or extension.

How Your Insurance Operates

Your Personal Accident Policy is a contract between us, the Company, and you, our Insured named in the Schedule. The proposal form, declaration and information given is the basis of this contract.

In consideration of your paying to us the required Premium, we agree to pay you Compensation for **Injury** which happens during the Period of Insurance to the **Insured Person**, as defined in this Policy. The Period of Insurance includes any subsequent period for which you pay and we accept the required Premium.

Our Promise of Service

We wish to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so please contact your broker or agent. If you do not use the services of a professional intermediary please contact, preferably in writing, your insurance manager. He will be ready to help you with your problems.

A guide to your Personal Accident Policy

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GENERAL CONDITIONS

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permit conditions precedent to the right to recover from us.

1. The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of any **Insured Person**, or any other change which may increase the possibility of a claim under this Policy. You may be required to pay additional premium as a result of any such change.
3. We shall not recognise or be affected by any notice of trust, charge or assignment relating to this Section, and your receipt or that of your legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability.
4. This Policy may be renewed from year to year by mutual agreement between the Insured and the Company but in any case shall terminate in respect of any **Insured Person** at the end of the Period of Insurance during which that **Insured Person** attains the age of **seventy** years.
5. You may cancel this Policy at any time by giving 7 days' notice in writing. We may cancel your Policy by sending seven days' notice by recorded delivery letter or registered letter to your last known address. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made.
6. The terms, exceptions and conditions of this Policy, so far as applicable and with necessary modifications, shall apply to the legal personal representatives of the Insured.

CLAIMS CONDITIONS

The payment of claims under this Policy is dependent upon observance of its terms and conditions by you, and so far as they apply, by the **Insured Person** or any other claimant.

1. You must report in writing to us as soon as reasonably possible, full details of any **Injury** which may result in a claim under this Policy.
2. You or the **Insured Person** shall employ the services of a registered medical practitioner and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary.
3. All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required.
4. The **Insured Person** may have to undergo further medical examination required by us at our expense.
5. In the event of death of the **Insured Person** we shall require sight of the death certificate and may require a post-mortem examination at our expense.
6. You or anyone acting on your behalf must not make any fraudulent, false or exaggerated claims, otherwise we shall be under no obligation to make any payment under this Policy.
7. Where we have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to an independent arbitrator acceptable to the parties involved. Where any dispute is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.
8. If the Company offers an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve calendar months from the date of such an offer or disclaimer referred to arbitration as required under Condition 7 or made the subject of a pending court action, the claim shall be deemed to be abandoned and the Company shall have no liability in respect of it.

GENERAL EXCEPTIONS

We will not pay compensation for:

1. **Injury** caused by:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or
2. **Injury** caused by:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

3. Injury caused by the **Insured Person** engaging in:

- (a) air travel except as a passenger in a fully licensed passenger carrying aircraft
- (b) any trade, technical or sporting activity or as crew in connection with an aircraft

4. Injury caused by the **Insured Person** engaging in or practising for:

- (a) parachuting
- (b) hang gliding
- (c) any kind of race (other than on foot or swimming) or trial of speed or reliability
- (d) potholing, mountaineering or rock climbing necessitating the use of guides or ropes
- (e) underwater activities necessitating the use of compressed air or gas.
- (f) any kind of sport as professional

5. Injury caused by:

- (a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life)
- (b) pregnancy or childbirth
- (c) insanity
- (d) any pre-existing physical or mental defect or infirmity
- (e) the **Insured Person** being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction)
- (f) the **Insured Person** being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the **Injury**

If we allege that by reason of these General Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon you.

DEFINITION OF WORDS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule and are highlighted in the Policy by being shown in bold print, e.g. **Insured Person, Injury**, etc.

Injury means:

All bodily injury suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

Accident means:

An event which happens suddenly and gives rise to a result which the **Insured Person** did not intend or anticipate.

Insured Person means:

Each of the persons described as such in the Schedule.

Lump Sum Benefit means:

The total amount of Compensation insured for death or disablement, but excluding any **Daily Benefit**.

Daily Benefit means:

Any Compensation payable at a rate per day.

SPECIAL PROVISIONS

(a) Disappearance

We shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads us to the conclusion that death was caused by an **Injury**. However, if at any time after payment of Compensation under this Policy for such death the **Insured Person** is found to be living, such Compensation shall be refunded to us.

(b) Exposure

If an **Insured Person** suffers an **Injury** and then, in consequence of that **Injury** suffers death or disablement as a result of exposure to the elements, we will consider such death or disablement as having been caused by an **Injury**.

THE BENEFITS

We will pay you for Injury:

The Compensation for death or disablement (the Results) as described below if the **Insured Person** suffers **Injury** which within two years of its happening is the sole cause of the death or such disablement.

RESULTS	COMPENSATION
A. Death	A. The Capital Sum for Death specified in the Schedule.
B. Permanent loss or disablement as specified below	B. Sum equal to percentage of the Capital Sum specified in the Schedule. The percentage payable is shown below against each Result:
	Percentage
1. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	<div style="border-left: 1px solid black; border-right: 1px solid black; height: 100px; margin: 0 auto 0 10px;"></div>
2. Total and permanent loss of all sight in one or both eyes	
3. Total loss by physical severance or total and permanent loss of use of:	
(a) one or two limbs	
(b) one or two hands	
(c) arm above the elbow	
(d) arm at or below the elbow	100%
(e) leg above the knee	
(f) leg at or below the knee	
4. Permanent total insanity	
5. Total and permanent loss of:	<div style="border-left: 1px solid black; border-right: 1px solid black; height: 40px; margin: 0 auto 0 10px;"></div>
(a) sight in one eye except perception of light	
(b) lens of one eye	
6. Total loss by physical severance or total and permanent loss of use of	
(a) thumb and four fingers of one hand	70%
(b) four fingers of one hand	45%
(c) thumb (two phalanges)	25%
(d) thumb (one phalanx)	10%
(e) index finger (three phalanges)	15%
(f) index finger (two phalanges)	8%
(g) index finger (one phalanx)	4%
(h) middle finger (three phalanges)	10%
(i) middle finger (two phalanges)	4%
(j) middle finger (one phalanx)	2%

RESULTS

COMPENSATION

(k) ring finger (three phalanges)	8%
(l) ring finger (two phalanges)	4%
(m) ring finger (one phalanx)	2%
(n) little finger (three phalanges)	6%
(o) little finger (two phalanges)	3%
(p) little finger (one phalanx)	2%
(q) all toes of one foot	17%
(r) great toe (two phalanges)	5%
(s) great toe (one phalanx)	2%
(t) any other toe	3%

7. Total and permanent loss of:

(a) hearing in two ears	75%
(b) hearing in one ear	25%
(c) speech	60%

8. Any permanent partial disablement not specified above other than loss of sense of taste or smell

Such percentage to be assessed by us as in the opinion of our advisers is not inconsistent with the percentages specified above and without regard to the **Insured Person's** employment or occupation.

C. Temporary Total disablement from engaging in C. or attending to usual employment or occupation

D. Temporary Partial disablement from engaging in D. or attending to usual employment or occupation

The **Daily Benefit** specified in the Schedule

For a period not exceeding 728 days from the commencement of the first Result to occur.

E. Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 728 days of the happening of the **Injury**, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon

Reimbursement up to the Capital Sum specified for Medical expenses, in the Schedule in respect of any one **Injury**. This Capital Sum is the limit for any one period of insurance.

COMPENSATION LIMITS IN RESPECT OF ANY ONE INSURED PERSON

1. **Lump Sum Benefit** shall not be payable for:

- any specific item of Result B where that item is also comprised in any other item of Result B for which a greater amount of Compensation is payable in the circumstances
- Result A in addition to any Result B if caused by the same **Accident**, except that if a payment has been made under any part of Result B and death occurs subsequently solely caused by and within 728 days of the **Accident**, then we will pay any difference if the Compensation payable for Result A is greater than that already paid for Result B
- more than 100% of the Capital Sum for Result A or Result B (whichever is the higher) in any one period of insurance in aggregate for any or all of Results for any one **Insured Person**
- Result B1 until one year after the happening of the **Injury**.

2. **Daily Benefit** shall not be payable for:

- any period of time subsequent to the death of the **Insured Person** or subsequent to Compensation becoming payable under any part of Result B
- both Results C and D for the same period of disablement.

3. **Daily Benefit** for either or both of Results C and D shall be payable when the total amount has been agreed, or at your request at intervals of not less than 28 days (but not in advance) commencing 28 days after receipt by us of written notice of the **Injury**.

4. Nothing will be payable in respect of Result E if there is any other insurance in force covering the loss or if you or the

Insured Person are entitled to indemnity from any other source, provided that we shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

OVERALL COMPENSATION LIMIT

Our maximum aggregate liability in respect of all **Insured Persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit of **\$5,000,000** or the aggregate of the amount of Compensation payable in respect of such **Insured Persons**, whichever is the less.

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

IMPORTANT-The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

GENERAL EXCLUSIONS

1. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10/11/2003 (VN35)

1. This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

1.3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1.4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

1.5. Any chemical, biological, bio-chemical, or electromagnetic weapon.

2. War and terrorism exclusion (WTE2)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes:

Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

2. Any act of terrorism including but not limited to

a. The use or threat of force, violence and/or

b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or

3. Any action taken in controlling, preventing, suppressing or in any relating to 1 or 2 above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

[English version is for reference only. Bản tiếng Anh chỉ để tham khảo.]

3. Sanction limitation and exclusion (SLE2)

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

4. Asbestos exclusion

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) Asbestos, or

(b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

IMPORTANT NOTICES

1. Medical expenses: These are expenses incurred at licensed medical establishments for the treatment of injuries of the Insured. These expenses must be actual, standard, necessary and reasonable in the area where the treatment service is provided.

2. Expenses not covered by insurance:

- Expenses for examination of certification of injury, medical examination, medical record, medical record, medical treatment book and other administrative expenses
- Expenses for cosmetic treatment, cosmetic surgery and related consequences
- Expenses of implantation, assembly, repair, supply or maintenance of prosthetic devices or prosthetic devices, orthopedic appliances, hearing or vision aids, crutches or trolleys or other devices
- Expenses required, incurred personally during treatment, and expenses for relatives / caregivers
- The insured violates laws and regulations of local authorities or social organizations
- The expense of treating injuries caused by using or being affected by alcohol or stimulants.

3. Prescription drugs by doctors: drugs which are registered and used according to law provisions and prescriptions of licensed doctors who is treating for the Insured. Supplements, vitamins, functional foods, cosmetic medicines, preventive drugs ... are not covered by insurance. Long-term drugs must be under the Ministry of Health's list of long-term diseases. The medication must be purchased within 05 days from the date the doctor prescribed it.

4. General information about claim (compensation)

- While making a claim, the Insured or the beneficiary must send MSIG the original of the relevant documents in Vietnamese within one year from the date of occurrence of the insured event or 60 days from the date the Insured person finishes his/her treatment, or be discharged from hospital or dead.