
HOUSE INSURANCE POLICY

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to MSIG Insurance (Vietnam) Co., Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the First Premium.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SECTION I - LOSS OR DAMAGE TO THE BUILDINGS & CONTENTS

The Company will by payment or at its option by reinstatement indemnify the Insured against loss of or damage to the Buildings or Contents of the Private Dwelling House caused by any of the undermentioned Perils:

- (1) Fire, Lightning, Thunderbolt, Subterranean Fire.
- (2) Explosion.
- (3) Aircraft and other Aerial Devices and /or Articles dropped therefrom.
- (4) Impact with any of the Buildings by any Road Vehicle, Horses or Cattle not belonging to or under the control of the Insured or any member of his family.
- (5) Bursting or Overflowing of a domestic water tank, apparatus or pipe excluding
 - (a) the Excess in respect of each and every loss.
 - (b) loss or damage occurring whilst the private dwelling house is left unfurnished.
- (6) Theft but only if accompanied by actual forcible and violent breaking into or out of a Building or any attempt thereat.
- (7) Hurricane, Cyclone, Typhoon, Windstorm, subject to the subject to the Excess amount.
- (8) Earthquake, Volcanic Eruption, subject to subject to the subject to the Excess amount.
- (9) Flood (including overflow of the sea) caused by earthquake or volcanic eruption or by hurricane, cyclone, typhoon or windstorm but excluding loss or damage caused by subsidence or landslip, subject to the Excess amount.
- (10) Loss of Rent

In the event the Private Dwelling House being rendered uninhabitable by loss or damage not otherwise excluded by the Policy, The Company will, subject to the Limits of Liability, indemnify the Insured, against:

- Loss of rent incurred by the Insured as the owner;
- Reasonable additional expense for alternative accommodation incurred by the Insured as the occupier

during the period necessary for reinstatement of Private Dwelling House and for an amount not exceeding VND 5 million per month and VND 50 million for insurance period.

CLAIM SETTLEMENT MEMORANDUM

The basis upon which the claim amount payable is to be calculated shall be the cost of reinstatement of the lost destroyed or damaged property insured at the time of its reinstatement, subject to the following Provisions and subject also to the Terms, Conditions, Sum Insured(s), and Limit(s) or Sub-Limit(s) of Liability of this Policy.

For the purpose of the insurance under Section I "Reinstatement" shall mean:

- (a) Where property is lost or destroyed: in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property, in either case in a condition equal to, but not better or more extensive than its condition when new.
- (b) Where property is damaged: the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than its condition when new.

Provisions

1. The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Company not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Company shall not be liable to make any payment greater than the indemnity value of the damaged property at the time of the happening of the loss destruction or damage.
2. When any property insured under this Section is damaged in part only, the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property has been wholly destroyed.
3. The property insured under this Section is subject to the following Under-Insurance clause:

If at the time of replacement or reinstatement the sum insured does not represent the cost which would have been incurred in reinstatement if the whole of such property had been destroyed, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this property (if more than one) shall be separately subject to this condition.

However, this under-insurance clause shall not be applied for Contents.
4. No payment beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated herein shall be made until a sum equal to the cost of reinstatement shall have been actually incurred; provided that where the Insured reinstates or replaces any lost or destroyed property at a cost which is less than the cost of reinstatement (as defined) but greater than the value of such property at the time of the happening of its loss or destruction, then the cost so incurred shall be deemed to be the cost of reinstatement.
5. All other insurances covering the property effected by or on behalf of the Insured shall be on a similar reinstatement basis.
6. Indemnity Value shall mean the reasonable and necessary cost of rebuilding, replacing or repairing property with new materials less an allowance for depreciation and wear and tear based on the age and condition of the property at the time of the loss destruction or damage.

SECTION II - LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against all sums for which the Insured may be held legally liable to pay consequent upon:

1. Accidental death or bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
2. Accidental damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

occurring in or about the Private Dwelling during the Period of Insurance in connection with the Insured's ownership or occupation of the Private Dwelling.

AND in respect of the indemnity afforded by this Section the Company will indemnify the Insured for all costs and expenses of litigation

3. Recovered by any claimant against the Insured.
4. Incurred with the written consent of the Company.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the Limit of Liability specified in the Schedule.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy in so far as they can apply.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

SECTION III- PERSONAL ACCIDENT

The Company will pay the Insured Person the Benefits shown in the Policy if during the Period of Insurance an Insured Person who sustains Injury resulting directly or independently of any other cause in death or disablement within 12 months from the date of accident.

DEFINITION

Injury	Bodily injury suffered anywhere in Vietnam caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear.
Insured Person	each of the persons (in Family) described as such in the Schedule.
Lump Sum Benefit	the total amount of Compensation insured for death or permanent disablement
Family	This means the Insured's spouse, child/children residing permanently with the Insured at the Premises.

EXTENSIONS

This Section extends to cover:

1. Disappearance

If the body of an Insured Person is not found after a period of one year from the date of disappearance following an accident to the conveyance in which he was traveling, the Insured Person shall be presumed to have suffered death as a result of Injury on the date of the aforesaid occurrence provided that if any time after payment has been made by The Company and the Insured Person is found living, full refund shall be made to The Company.

2. Murder and Assault

Injury consequent upon murder or assault provided such injury is not caused by or traceable to the Insured Person's collaboration or provocation of such act.

3. Hijack

Injury consequent upon unlawful seizure or wrongful exercise or control of any licensed passenger carrying aircraft or vessel or other regular conveyance in which the Insured Person is a fare paying passenger provided the Accidental Injury is not a result of the Insured Person's participation in or provocation of any such act.

4. Suffocation by smoke, poisonous fumes, gas and drowning, provided that the Injury does not arise out of the Insured's willful and intentional act.

SPECIAL CONDITION

1. The Insured must advise the Company in writing as soon as the Insured is aware of any change in the employment, occupation, duties or pursuits of any Insured Person, or any other change which may increase the possibility of a claim under this Section. The Insured may be required to pay additional premium as a result of any such change.
2. This Section is not applicable to any person under the age of one (1) at the time of insurance. This Section may be renewed from year to year by mutual agreement between the Insured and the Company but in any case shall terminate in respect of any Insured Person at the end of the Period of Insurance during that Insured Person attains the age of sixty-five (65).
3. Following Injury the Insured Person must promptly obtain and follow medical advice from a qualified medical practitioner who must also supply a certificate confirming the nature and extent of injury.
4. In the case of death where any reasonable doubt exists as to the cause thereof, a qualified medical practitioner appointed by The Company shall be allowed to make a post-mortem examination of the Insured Person at The Company's expense.

BASIS OF SETTLEMENT

Claims will be payable according to the following Scale of Compensation:

Results	Benefits
A. Death	A. The Lump Sum Benefit specified in the Schedule.
B. Permanent loss or disablement as specified below	B. A sum equal to a percentage of the Lump Sum Benefit specified in the Schedule. The percentage payable is shown below against each result, but not exceeding in all 100% for any one Insured Person

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

PARTIAL DISABLEMENT

HEAD

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

PARTIAL DISABLEMENT

UPPER LIMBS

	Right	Left
Loss of one arm or one hand	60%	50%
Loss of substantial osseous substance of the upper arm (definitive & incurable lesion)	50%	40%
Total paralysis of the upper arm (incurable lesion of the nerves)	65%	55%
Total paralysis of the circumflex nerve	20%	15%
Anchylosis of the shoulder	40%	30%
Anchylosis of the elbow		
(in favourable position, 15 degrees around right ankle)	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 or the radial nerve at the hand	20%	15%

Total paralysis of the cubical nerve	30%	25%
Anchylosis of the wrist favourable position (in straightness and prone position)	20%	15%
Anchylosis of the wrist in unfavorable position (forced flexion of extension or supine)	30%	25%
Total loss of the thumb	20%	15%
Total cutting off the forefinger	15%	15%
Simultaneous cutting off the thumb and the forefinger	35%	25%
Cutting off of the thumb and a finger other than the forefinger	25%	20%
Cutting off of three fingers including the thumb	35%	30%
Cutting off of three fingers save the thumb and the forefinger	20%	15%
Cutting off of four fingers including the thumb	45%	40%
Cutting off of four fingers save the thumb	40%	35%
Cutting off of one finger other than thumb or forefinger	10%	05%

When it is established that the victim is left handed, the Scale of Compensation for the upper limbs is reversed, the quantum provided for the right limb becoming applicable to the left one and vice versa.

LOWER LIMBS

Cutting off of a thigh (upper half)	60%
Cutting off of a thigh (lower half)	50%
Total loss of a foot (tibio-tarsian disarticulation)	45%
Partial loss of a foot (sub-astragalian disarticulation)	40%
Partial loss of a foot (medio-tarsian disarticulation)	35%
Partial loss of a foot (tarso-metatarsian disarticulation)	30%
Total paralysis of a lower limb (incurable lesion of the nerve)	60%
Total paralysis of the external popliteal sciatic nerve	30%
Total paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves (sciatic, external and internal popliteal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Substantial loss of osseous substance of the thigh or of the two bones of the lower -leg (incurable state)	60%
Substantial loss of osseous substance of the knee-cap with large split of the chips and considerable constraint of extension moves of the lower - leg with the thigh	40%
Loss of osseous substance of the knee-cap with moves preserved	20%
Shortening of the lower limb by at least 5 cms	30%
Shortening of a lower limb by 3 to 5 cms	20%
Total cutting off of four toes including the big toe	20%
Cutting off of three toes including the big one	15%
Cutting off of two toes including the big one	10%
Cutting off of the big toe	05%

Anchylosis of fingers (save the thumb and the forefinger) and of toes (save the big toe) will allow 50% only of compensation provided for the loss of same.

Disabilities not listed hereunder will be compensated in proportion to their severity as compared with those listed and without prejudice to the occupation of the victim. The absolute and definitive functional lameness of a limb or of a segment of a limb is likened to the cutting off of that limb or limb segment.

In the case the victim is already one-eyed before the accident and loses the use of this eye, the disability compensation

is increased to 100% instead of 40% as shown in the Scale of Compensation.

No compensation for Permanent Partial Disablement shall be due unless it equals or exceeds 5%.

- C. Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 104 weeks of the happening of the Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered medical practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such medical practitioner, physician or surgeon
- C. Reimbursement up to 10% of the Lump Sum Benefit specified in the Schedule in respect of any one Injury.

Overall Compensation Limit

The Company's maximum aggregate liability in respect of all Insured Persons travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of VND 10,000,000,000 (or other currency in equivalent) or the aggregate of the amount of Compensation payable in respect of such Insured Persons, whichever is the less.

Compensation Limits In Respect of Any One Insured Person

1. Lump Sum Benefit shall not, be payable for:
 - (a) any specific part of Result B where, for that same Injury, greater Compensation is payable for another part of Result B which includes that specific Result,
 - (b) Result A in addition to any Result B if caused by the same Injury, except that if a payment has been made under any part of Result B and death occurs subsequently solely caused by and within 104 weeks of the Injury, then we will pay the difference if the Compensation payable for Result A is greater than that already paid for Result B,
 - (c) more than 100% in aggregate for any or all of Result B for any one Insured Person,
2. Compensation for Result C shall not be payable if there is any other insurance in force or if the Insured or the Insured Person are entitled to indemnity from any other source, provided that THE COMPANY shall not be relieved of liability under this Result so far as concerns any excess beyond the amount payable under such other insurance or indemnity.

SECTION IV - GENERAL EXCEPTIONS

This Policy does not cover

1. Loss, damage, destruction or injury directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power.
 - (b) requisition or seizure or destruction of or damage to property by or under the order of any Government or Public or Local Authority or confiscation or nationalisation.

and in the event of any claim, the Insured shall prove that the loss arose independently of and was not connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such loss.
2. loss, damage, injury or liability directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - (b) nuclear weapons material.
3. Loss or damage occasioned by cessation of work or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
4. Consequential loss or damage of any kind whatsoever except as provided for Loss of Rent in Section I hereof.
5.
 - (a) Flood or overflow except as specifically insured against by this Policy.
 - (b) Loss or damage by hurricane, cyclone, typhoon, windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such Perils or to metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption.
6. Loss under perils (6) of Section I, if caused:
 - (a) by any person normally residing with the Insured
 - (b) while the Private Dwelling at the Situation or any part thereof is lent, let, sublet or is unoccupied for a period in excess of 90 days.

As regards Section II hereof -

The Company shall not in any case be liable hereunder in respect of

1. Injury or damage arising out of or incidental to
 - (a) the Insured's profession or business, or,
 - (b) the use of lifts or vehicles (other than models, toys or garden implements used for private purposes), or,
 - (c) the carrying out of alterations, additions, repairs or decorations to the Private Dwelling House;
2. Liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement.
3. Liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured's family ordinarily residing with the Insured.

4. Any amount for which the Insured may be held liable to pay to any person under any workmen's compensation legislation.
5. Liability in respect of loss of or damage to property belonging to or held under a hire purchase or conditional purchase agreement hired leased rented or lent to or in the charge or under the control of the Insured or any servant or agent of the Insured whilst in the course of his duties as such or of any member of the Insured's family ordinarily residing with the Insured.

As regards Section III hereof -

The Company will not pay for claims directly or indirectly caused by or arising from:

1. self-destruction, self-inflicted injury or any attempt thereof while sane or insane;
2. AIDS, HIV or any sexually transmitted disease;
3. the influence of intoxicating liquor or of a drug, other than a drug take or administered on medical advice;
4. the Insured engaging in aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passengers;
5. pregnancy or childbirth;
6. the Insured engaging in or practicing for:
 - parachuting,
 - hang gliding,
 - any kind of race (other than on foot, swimming) or trial of speed or reliability,
 - potholing, mountaineering or rock climbing necessitating the use of guides or ropes,
 - underwater activities necessitating the use of compressed air or gas,
 - any kind of sport as professional;
7. any pre-existing physical defect or infirmity disease and sickness of any kind.

BUILDINGS

The Private Dwelling House (or Flat) which expression shall include all Domestic Offices, Stables, Garages and Outbuildings used solely in connection therewith and on the same premises and Fixtures and Fittings therein and the Walls, Gates and Fences around and pertaining thereto situate as stated in the Schedule. All the said buildings are declared by the Insured to be built

- (a) by brick, stone or concrete and roofed with concrete, slate, metal, asbestos, or a composition of asbestos and other incombustible mineral ingredients unless specifically mentioned, and
- (b) maximum 25 years ago

The Total Sum insured is declared by the Insured to represent not less than the full value of the aforesaid property and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

CONTENTS

1. Means household and personal effects of every description (except any property separately itemized in the Schedule) of the Insured or any member of the Insured's family under the age of 21 years and normally residing with the Insured or the Insured's servants or for which the Insured is legally responsible.
2. Does not include
 - (a) Any part of the structure of the Private Dwelling, ceilings, wall or fixed floor coverings.
 - (b) Portable item including camera, hand-phone, laptop, video/photographic/sport equipment and other items normally carried out of Situation.
 - (c) Platinum, gold or silver articles, jewellery and furs.
 - (d) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, , livestock, bullion or unset precious stones.
 - (e) aircraft or watercraft and their accessories, motor vehicles or motor cycles and their accessories (but not excluding models, toys or garden implements used for private purposes),.

SECTION V - CONDITIONS

1. This Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued.
3. If at the time of any loss, damage or liability covered by this Policy there shall be any other insurance covering such loss, damage or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
4. This Policy does not cover in respect of each Section the amounts of the Deductibles/Excess stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.
5. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.
6.
 - (a) The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof writing to the Company and shall at his own expense within thirty days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the police. If the Company shall elect to reinstate any building the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.
 - (b) The Insured shall on receiving notice of any accident or claim arising under section II give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
 - (c) The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
7. The Company shall be entitled
 - (a) On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
 - (b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
8. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited.
9. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
10. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf, for the time being in force. Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

11. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
12. The Insured shall use all reasonable diligence and care to keep the premises in proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

EXCLUSION CLAUSES

Date Recognition General Exclusion

(for the whole policy)

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

(i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in

(a) and (b) above

but this general exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder) arising under any of the following sections but only to the extent that such claim would otherwise be insured under that section

(a) Section I: Loss or Damage to the Buildings & Contents

(b) Any endorsement that provides cover for loss of or damage to property or consequential loss

This general exception does not apply in respect of any of the following sections, if provided by this Policy.

(a) Section II: Liability to the Public

(b) Any endorsement that provides cover for liability incurred in a personal capacity.

DEFINITION

For the purpose of this general exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than

thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, and theft.

Sanction Limitation and Exclusion Clause

(for the whole policy)

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.

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause - 10/11/2003

(for the whole policy)

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

1. 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 any chemical, biological, bio-chemical, or electromagnetic weapon

War & Terrorism Exclusion

(for the whole policy)

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 way 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.

Cyber Primary Exclusion

(for the Section I only)

This Policy does not cover

1. damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking.

2. consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking, but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

Defined Contingency

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For the purpose of this Exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

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Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

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Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

Political Risks Exclusion

(for the Section I only)

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- i. permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- ii. permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
- iii. the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

Pollution/Contamination Exclusion Clause

(for the Section I only)

This agreement excludes any loss arising from Pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- pollution or contamination which itself results from a peril insured against
- any peril insured against which itself results from a pollution or contamination.

This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

Electromagnetic Fields Exclusion

((for the Section II only)

This Policy shall not indemnify the insured in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

Cyber Liability Exclusion

(for the Section II only)

It is hereby understood and agreed that this insurance shall not indemnify the Insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

Asbestos Exclusion Clause

(for the Section II & III only)

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.

ADDITIONAL CLAUSES

Fire Brigade Charges Clause

(for the Section I only)

The Sum Insured on the Property insured extends to include charges up to VND50,000,000 raised by any local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the Premises.

Removal of Debris Clause

(for the Section I only)

The insurance by this Policy extends to include costs and expenses necessarily incurred with the consent of the Company in :

(i) removing debris

(ii) dismantling and/or demolishing

(iii) shoring up or propping

of the portion or portions of the property insured by this Policy (including the Insured's legal liability for the cost of removal of debris, dismantling, demolishing, or repairing adjoining premises on the site) destroyed or damaged by fire or lightning or other peril insured against by this Policy.

Provided that :

(a) such cost or expenses is not recoverable under any other policy of insurance

(b) the liability of the Company under this memorandum shall in no case exceed VND50,000,000 in aggregate.

(c) The indemnity provided by this memorandum shall not include costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

Theft Endorsement

(for the Section I only)

It is agreed and noted that claim payment for theft accompanied by actual forcible and violent breaking into or out of a Building or any attempt thereat (under Section I) shall not exceed VND 100,000,000 any one occurrence and VND 200,000,000 in aggregate for whole policy period.

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.