
HOUSEOWNER'S 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

The Company will by payment or at its option by reinstatement or repair indemnify the Insured against loss of or damage to the Buildings 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 first \$100 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 following Excess Clause.
- (8) Earthquake, Volcanic Eruption, subject to the following Excess Clause.
- (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 following Excess Clause.

EXCESS CLAUSE

As regards loss or damage (other than by fire) to the Private Dwelling House directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the Schedule. This Clause shall apply separately to

- (i) each building, for which purposes all insured buildings at the same address will be regarded as one building.
- (ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

SECTION II - OTHER CONTINGENCIES

A. LOSS OF RENT

The Company will indemnify the Insured for loss actually incurred by the Insured in respect of rent in consequence of the

Private Dwelling House being so damaged by any of the Perils as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and for an amount not exceeding 10 per cent of the Total Sum Insured.

B. LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against all sums for which the Insured may be held legally liable as owner of the Private Dwelling House in respect of accidents occurring during the Period of Insurance directly caused by any defect in the buildings of the Private Dwelling House or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto resulting in

1. 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. 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.

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 sum specified in the Schedule in addition to

- (a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided.
- (b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that 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, or,
 - (c) the carrying out of alterations, additions, repairs or decorations to the Private Dwelling House;
- (2) Liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.

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.

GENERAL EXCEPTIONS

This Policy does not cover

1. Loss damage or destruction 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.

As regards Section I and IIA hereof -

Any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance, except to the extent that the Insured shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

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

2. (i) (a) 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.
- (b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 2(ii) combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever except as provided for in Section IIA hereof.
4. (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.

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 Landlord's 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 or brick, stone or concrete and roofed with concrete, slate, metal, asbestos, or a composition of asbestos and other incombustible mineral ingredients unless specifically mentioned.

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.

LIMITS OF LIABILITY

The Company shall not be liable

- (a) Under Section I (5) for the first \$100
- (b) Under Section I (7) (8) and (9), as provided in the Excess Clause applying thereto, for the first 1 per cent of Sum Insured or \$200 whichever shall be the less.

Limit of the amount of the Company's liability under Section IIB - \$500,000

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 the property hereby insured shall at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

4. 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.
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 of 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 IIB 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.

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.

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