



**MSIG Insurance (Vietnam) Company Limited.**

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## **NEW PERSONAL ACCIDENT INSURANCE POLICY WORDING**

Here is Your Personal Accident Insurance Policy. Please examine it together with the Benefit schedule or Certificate of Insurance, to make sure that You have the protection You need.

It is important that this Policy wording, Benefit schedule and any amendments or endorsements issued are read together to avoid any misunderstanding.

If there is any change that may affect the insurance provided, please notify us immediately.

### **How Your Insurance Operates**

Your Personal Accident Policy wording is a part of the insurance contract between us, the Company, and You, Policyholder named in the Benefit schedule. The proposal form, declaration and information given are the basis of this insurance contract.

In consideration of your paying us the required premium, we agree to pay compensation for the injury which happens during the Period of Insurance to the Insured, as defined in this insurance contract.

## SECTION 1 - DEFINITIONS

In this Policy, certain words shall be interpreted as follows. These have the same meaning wherever they are used in the Policy or the Benefit schedule.

**We/ Us/ Our/ the Company** means:  
MSIG Insurance (Vietnam) Limited.

**You/ Your/ Policyholder** means:  
The Policyholder named in the insurance contract. The Policyholder is organization or individual in Vietnam with insurable interest as prescribed by law, entering into an Insurance Policy with the Insurer, and paying the insurance premium. The Policyholder may also be the Insured or the Beneficiary.

**Insured** means:  
An individual who meets the eligibility conditions for insurance as specified in the Insurance contract, listed in the Insured list, and accepted for coverage by MSIG.

**Beneficiary** means:  
An organization or individual appointed by the Policyholder or the Insured to receive insurance benefits under the Insurance contract.

**Injury** means:  
Any Bodily Injury which is caused solely by an Accident and not by sickness, disease or gradual physical or mental wear and tear.

**Accident** means:  
Any sudden, unforeseen event caused by an external, strong and visible force, which is the direct cause of bodily Injury to the Insured person and occurs beyond the subjective will of the Insured Person during the Period of Insurance.  
Drowning shall be deemed an Accident if it occurs due to objective factors such as slipping, being swept away by strong currents, waterway traffic incidents, or other force majeure events. Drowning resulting from acts of self-endangerment, violations of safety regulations, or with indications of intentional conduct shall not be classified as an Accident under this definition.

**Total Permanent Disability** means:  
A disability arising directly from an Accident covered under this Policy, resulting in the Insured being completely and permanently unable to engage in any occupation or profession suitable to their education, training, or experience. This condition must persist continuously for a period of fifty-two (52) weeks and show no prospect of improvement. The condition must be certified in writing by a competent medical authority and approved by the Insurer.

**Partial Permanent Disability** means:  
A disability arising directly from an Accident covered under this Policy, resulting in the permanent loss of part of the bodily function or the loss of a body part of the Insured person, but not to the extent that it qualifies as Total Permanent Disability. The benefit payable shall be determined in accordance with the Schedule of disability benefits attached to this Insurance Contract.

**Temporary Disability** means:  
A disability arising directly from an Accident covered under this Policy, which temporarily prevents



the Insured person from performing their usual work or occupation for a certain period of time, but is expected to be fully recoverable. The duration of work incapacity shall be determined based on medical records and the certification of the attending physician.

**Period of Insurance/ Insurance Period** means:

The period from the inception date to the expiry date of the insurance contract as stated in the Policy schedule or the Insurance Certificate, or an earlier date in case of cancellation of the insurance contract, if any.

**Lump Sum Benefit** means:

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

**Daily Benefit** means:

Any Compensation payable at a fixed rate for each full 24-hour day.

**Medical Expenses** means:

Medical expenses refer to necessary and reasonable costs incurred under a Physician's prescription for the treatment of injury resulting from an Accident covered under this Policy.

**Medical Establishment** means:

A legally recognized medical examination and treatment establishment which is licensed by the State/Government to provide in-patient and out-patient treatment and whose main activities are not those of a rest home, a convalescent home or a special place for the aged, alcoholics and drug rehabilitation center.

**Physician** means:

A legally licensed medical practitioner recognized by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his licensing and training but excluding a Physician who is the Insured himself, or the spouse or children of the Insured.

**Professional Sports** means:

The participation of the Insured person in organized sporting activities in the form of competition, training, or performance for the purpose of earning income, receiving remuneration, prize money, sponsorship, or any form of financial benefit, including but not limited to:

- Participation in professional or semi-professional sports competitions organized by sports organizations, federations, or clubs.
- Engagement in paid sports training or performance activities.
- Entering into contracts with professional sports organizations or receiving sponsorships for competition purposes.

## **SECTION 2 - SPECIAL PROVISIONS**

### **a) Disappearance**

We shall presume death to have been suffered by the Insured Person if he or she is missing for twenty-four 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 disability as having been caused by an Injury.

## **SECTION 3 - GENERAL CONDITIONS**

The conditions set forth in this Policy or in any applicable endorsements form an integral part of this insurance contract and must be fully complied with. These conditions are prerequisites for the entitlement to claim benefits from the Insurer.

1. 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 material change which may increase/decrease the possibility of a claim under this Policy. You may be required to pay an additional premium as a result of such changes.
2. MSIG shall not be bound by, nor affected by, any notice of assignment or mortgage in relation to this Insurance contract.
3. This insurance contract may be renewed from year to year by mutual agreement between You and Us, 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 (70) years. Any revision for this Condition shall be subject to prior request from you to us and our consideration and agreement in writing.
4. In the event that either party wants to cancel the insurance contract, written notice must be provided to the other party at least 30 days prior to the expected cancellation date. The cancellation must comply with the laws of Vietnam and shall be subject to the following conditions:
  - In case the cancellation is agreed as per request of the Policyholder, the Company shall return 80% of the premium corresponding to the remaining period of coverage, provided always that, by the time of such agreed cancellation, the ratio between claim payments against policy premium is below 40%.
  - In case the cancellation is agreed as per request of the Company, we shall refund 100% of the premium corresponding to the remaining period of coverage.
5. Unless otherwise agreed in this insurance contract, the territorial limit of this contract shall be Vietnam.

### SECTION 4 - BENEFITS

We shall pay insurance benefits to the Policyholder for Bodily Injury as follows:

The compensation payable for death, disability (the Results) as described below, provided that the Insured person suffers Injury, and within two (2) years from the date of the insured event, such disability is the sole cause of such Results.

<b>Results</b>		<b>Compensation</b>																														
<b>A.</b>	Death	Up to Sum Insured stated in the Certificate of insurance/Insurance contract																														
<b>B.</b>	Total permanent disability as specified below:	Sum equals a percentage of the Capital Sum against each Result:																														
1	Total permanent disability: The Insured person has lost, completely paralyzed, and cannot recover the function of: <ul style="list-style-type: none"> <li>• Both hands (from the wrist upwards)</li> <li>• Both legs (from the ankle upwards)</li> <li>• One hand (from the wrist upwards) and one leg (from the ankle upwards)</li> <li>• Both eyes</li> <li>• One hand (from the wrist upwards) and one eye</li> <li>• One leg (from the ankle upwards) and one eye</li> <li>• Total and incurable mental disorder</li> <li>• Total and permanent loss of hearing in both ears</li> <li>• Lost of chewing function</li> <li>• Complete and permanent blindness</li> <li>• Bodily injury resulting in a permanent disability rating of 81% or higher.</li> </ul>	100%																														
2	Partial permanent disability: (a) sight in one eye except perception of light (b) lens of one eye	50%																														
3	Total loss by physical severance or total and permanent loss of use of: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td>(a) thumb and four fingers of one hand</td> <td style="text-align: center;">70%</td> </tr> <tr> <td></td> <td>(b) four fingers of one hand</td> <td style="text-align: center;">45%</td> </tr> <tr> <td></td> <td>(c) thumb (two phalanges)</td> <td style="text-align: center;">25%</td> </tr> <tr> <td></td> <td>(d) thumb (one phalanx)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td></td> <td>(e) index finger (three phalanges)</td> <td style="text-align: center;">15%</td> </tr> <tr> <td></td> <td>(f) index finger (two phalanges)</td> <td style="text-align: center;">8%</td> </tr> <tr> <td></td> <td>(g) index finger (one phalanx)</td> <td style="text-align: center;">4%</td> </tr> <tr> <td></td> <td>(h) middle finger (three phalanges)</td> <td style="text-align: center;">10%</td> </tr> <tr> <td></td> <td>(i) middle finger (two phalanges)</td> <td style="text-align: center;">4%</td> </tr> <tr> <td></td> <td>(j) middle finger (one phalanx)</td> <td style="text-align: center;">2%</td> </tr> </table>		(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%	
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	(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%
4	Total permanent loss of:	
	(a) hearing in one ear	25%
	(b) speech	60%
5	Any partial permanent disability not specified above other than loss of sense of taste or smell	The percentage is determined based on certification issued by a competent medical authority, such as a provincial or centrally-governed Medical Assessment Council or another legally recognized medical assessment organization approved by the insurer or its representative office.
C.	Temporary disability from engaging in or attending to usual employment or occupation	The Daily Benefit for a period not exceeding 728 days from the commencement of the first Result to occur.
D.	Medical Expenses, 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.	The amount payable for such expenses shall not exceed the maximum limit for Medical Expenses stated in the Certificate of Insurance/Insurance Contract for each Disability.  This maximum limit applies to each period of insurance.

- The benefit shall be payable in the event that the Insured suffers death or permanent disablement due to an accident, provided that such death or disablement occurs within 24 months from the date of the accident and the cause of the accident arises within the insurance period. The benefit shall be paid in accordance with the Policy in effect at the time of the accident.
- In the event of a permanent disability not specifically listed in the above Schedule, MSIG shall determine the compensation rate at its sole discretion, based on consultation with qualified medical professionals.
- If a permanent disability qualifies under multiple benefit categories, only the highest applicable benefit shall be paid. In particular, if compensation has already been paid for the total loss of a body

part, no further benefit shall be payable for the partial loss of that same body part.

- An Insured who sustains bodily injury resulting in a permanent disability of 81% or more shall be determined based on certification issued by a competent medical authority, such as a provincial or centrally-governed Medical Assessment Council or another legally recognized medical assessment organization approved by the insurer or its representative office.
  - Certification of total loss of a body part (such as a hand, foot, or eye) may be issued either immediately after the insured event occurs or upon completion of medical treatment.
- Certification of complete and irreversible loss of function of body parts, total blindness, or bodily injury resulting in a permanent disability rating of 81% or higher shall not be conducted earlier than 180 days from the date of the insured event or the date of diagnosis of the medical condition.

## **SECTION 5 - CLAIM 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 Physician and the Insured person shall undergo any treatment such Physician shall deem necessary.
3. All documents, materials, and information must be provided to the Insurer in the format required. The costs associated with obtaining such documentation shall be borne by the Policyholder or the Insured Person, who shall also be responsible for the legal validity of the submitted documents.
4. In the event that the Insurer requires, the Insured Person may have to undergo further medical examination. The costs of such examination shall be borne by the Insurer.
5. In the event of death of the Insured Person, the Insurer shall require the submission of a death certificate and other relevant documents (if necessary), and reserves the right to conduct a post-mortem examination, provided that such examination is not contrary to applicable laws or local customs. The cost of the examination shall be borne by the Insurer.
6. In the event that the Insured Person or his/her legal beneficiary be fraudulent in pursuing the terms and conditions of this Policy, that Insured person's cover shall be voided, the Insured person shall no longer be entitled to any benefits and Insurer shall handle the matter in accordance with laws and regulations.
7. Any arising disagreement or dispute in the process of implementing this Contract, the Parties agree to make the maximum effort to resolve disagreement or dispute through negotiation. Unless otherwise specified in the Schedule, if the dispute cannot be resolved by negotiation within thirty (30) days, it shall be settled by the Vietnam International Arbitration Centre ("VIAC") in accordance with the VIAC Arbitration Rules. The arbitration shall take place in Hanoi, Vietnam, and the language of arbitration shall be Vietnamese.
8. If the Company offers an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) 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.

## **SECTION 6 - CLAIM PROCEDURES**

### **1. Proof of Claim**

For all claims, the Insured or Beneficiary must submit the following original documents in English or Vietnamese to MSIG within one (01) year from Insured event happening or sixty (60) days from the date of hospital discharge, treatment finish or death:

- a. Claim Form (according to MSIG form).
- b. Report of accident with confirmation of the workplace manager or the local authority or the police at the place of accident (in case of serious accident).
- c. Documents related to medical treatment and expenses: medical prescriptions, diagnosis notes, hospital discharge notes, treatment records, test results, surgical certificate (in case of surgical operation) and other documents related to the medical treatment. Payment documents such as invoice, bills or receipts should follow approved form of the Ministry of Finance.
- d. Death Certificate and the legal confirmation of the beneficiary or beneficiaries (in case Insured died).
- e. If the Physician needs to refer the Insured to a Specialist, Referral Letter by the Physician shall be required.

### **2. Claim Settlement Period**

MSIG shall be responsible for notifying the Insured person, his/her heirs, or legal representatives of the claim settlement result within fifteen (15) working days from the date of receipt of a complete and valid claim submission.

### **3. General Claims (Compensation) Information**

All documents and materials, which are required by MSIG to support a claim (compensation), shall be provided freely to MSIG, prior to any claim being made.

In cases where medical information is required by MSIG for consideration of a claim but is not available, it will be Insured's responsibility to obtain such information at Insured's cost.

### **4. Other Insurance**

If the Insured is entitled to receive reimbursement for medical expenses under any other insurance program for the same injury under this Policy, MSIG shall only be liable to pay benefits up to its proportionate share of responsibility.

## SECTION 7 - GENERAL EXCLUSIONS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded from this Policy and MSIG shall not be liable for:

1. Injury caused by:
  - a) ionizing 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 nuclear component thereof.
2. Injury caused by:
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, civil commotion assuming the proportions of or amounting to a popular rising, military uprising.
  - b) 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 operation or sporting activity or as a member of the crew in connection with an aircraft.
4. Injury caused by the Insured Person engaging in or practicing 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 willful 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 Physician 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.
6. The Insured engages in any of the following:
  - The insured is not eligible to operate a motor vehicle, including operating a vehicle without a valid driver's license (where required by law).
  - Participating in any form of racing (legal or illegal).
  - Driving into restricted or prohibited areas, or overtaking in no-overtaking zones.
  - Driving against the direction of one-way or two-ways roads with solid divider.

- Running red lights or disobeying traffic control signals.
- Driving at night without proper lighting; exceeding the legal speed limit.
- Not wearing a helmet (for motorcyclists); not wearing a seatbelt (for car drivers); using a phone while operating a vehicle.
- Operating a vehicle under the influence of alcohol (exceeding the permissible level as prescribed by the Vietnam Ministry of Health), drugs, or other intoxicating substances.
- Any incident arising from a violation of criminal law

(\* *Note:*

MSIG does not exclude accidents caused by lack of attention or failure to maintain a safe distance from the vehicle ahead, unless there is evidence of intentional misconduct or gross negligence as determined by the authorities.

7. Assessment fee for Injury certification, medical health survey, medical records, certified copy of medical records, medical records book and other administrative costs.
8. Cosmetic treatment, cosmetic surgery and related consequences.
9. Implantation, assembly, repair, provision or maintenance of devices or prostheses, corrective appliances, hearing or vision devices, crutches or wheelchairs or other tools.
10. Expenses incurred from the Insured Person's personal requests (room upgrade, special meals, non-essential medical procedures, entertainment services, personal care items, internet or phone services, laundry services, etc.).
11. Expenses for relatives and/or caregivers (extra beds, extra meals, visitor pass, etc.).
12. The insured's participation in a brawl or a fight, except for self-defense.
13. Treatments related to injuries and/or consequences relating to Accidents that occurred before the insurance policy took effect.

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

**SECTION 8 - COMPENSATION LIMITS**  
**IN RESPECT OF ANY ONE INSURED PERSON**

1. Lump Sum Benefit shall not be payable for:
  - a) Result A (Death) shall be added to any Result B (Permanent Disability) if both consequences result from the same Accident. In the event that compensation has already been paid under any item of Result B, and death subsequently occurs as a result of the same Accident within 728 days from the date of the Accident, the Company shall pay any difference if the compensation amount for Result A exceeds the amount already paid for Result B.
  - b) more than 100% of the total Sum Insured for one or all items under Result A and Result B (whichever is higher) during any one Policy Period for each Insured Person.
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.
3. Daily Benefit for Result C 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 D 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.



## **SECTION 9 - OVERALL COMPENSATION LIMIT**

Our maximum aggregate liability in respect of all Insured travelling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit of 125,000,000,000 Viet Nam Dong or the aggregate of the amount of Compensation payable in respect of such Insured persons, whichever is the lesser.

If the aggregate amount of all claims for Injury to Insured 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.



## **SECTION 10 - ENDORSEMENTS**

*(Attached to and forming an integral part of the Insurance Terms and Conditions/Policy)*

Any endorsements (if any) shall only be valid if expressly stated in the Certificate of Insurance or the Policy.