

# OFFICE MULTI-RISKS INSURANCE

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**WHEREAS** the Insured carrying on the Business and no other for the purposes of this insurance by a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein has applied to MSIG Insurance ( Vietnam) Company Limited (hereafter called THE COMPANY) for the insurance hereinafter contained

**NOW THIS POLICY WITNESSES** that in consideration of the Insured paying or agreeing to pay to THE COMPANY the Premium for such insurance THE COMPANY will indemnify the Insured against all losses or damages occurring or arising during the Period of Insurance subject to the terms exclusions limits and conditions herein or endorsed hereon.

## SECTION I - MATERIAL DAMAGE "ALL RISKS"

### DEFINITION

The Property

- The Buildings.
- All Office Contents (including outdoor signs and or aerals) which belong to the Insured or for which the Insured is responsible and used in connection with the Business.
- Landlord's fixtures and fittings, improvements and decorations for which the Insured is responsible as a tenant, including tenants improvements.
- All fixed internal and external glass and fixed sanitary ware.
- Additional Expenditure of Alternative Accommodation and/or Loss of Rent.
- Personal effects not otherwise insured which belong to the Insured or to any partner, director or employee of the business.

### THE INSURANCE

- (A) The property, whilst in or on the Premises or whilst temporarily removed within the Territorial Limits, is insured against accidental losses or damages. THE COMPANY shall pay the cost of replacement as NEW unless the damage can be economically repaired, in which case THE COMPANY shall pay the cost of repair.
- (B) THE COMPANY will also indemnify the Insured in respect of:
  - (a) their responsibility to pay the cost of repairing any damage to the Premises arising from theft or attempted theft;
  - (b) the cost of boarding up broken windows, the subject of a valid claim;
  - (c) The Insured's legal responsibility to pay for the repair of accidental damage to cables and underground service pipes supplying the Premises.
- (C) In the event the Premises 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:
  - (i) reasonable additional expense for alternative accommodation,
  - (ii) loss of rent payable to the Insuredactually incurred by the Insured during the period necessary for the reinstatement of the Premises.

### EXTENSIONS

#### 1. Architects' Surveyors' & Consultant Engineers' Fees Clause

Fees and costs such as, but not limited to, architects and other consultants for estimates, plans, specification, quantities, tender and supervision necessarily and reasonably incurred subject to maximum 10% of the Total Sum Insured stated in the Schedule.

## **2. Capital Additions Clause**

The reasonable costs of alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Insured Property for an amount not exceeding 10% of the Total Sum Insured subject to the Insured declaring to THE COMPANY at the end of each quarter such alterations, additions and improvements and to pay the appropriate additional premium.

## **3. Removal of Debris Clause**

Costs and expenses necessarily incurred by the Insured in the removal of debris dismantling or demolishing, shoring up or propping, effecting temporary repairs of the portion or portions of the Insured Property as a result of the insured loss or damage provided that such costs or expenses:

- a. are not recoverable from any other policy of insurance;
- b. shall not include costs of removing, nullifying or cleaning up seeping, polluting or contamination substances other than loss or damage by any Insured perils;
- c. shall not exceed 10% of the Total Sum Insured stated in the Schedule.

## **4. Electrical Installation Clause**

Loss or damage by fire to the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity including lightning.

## **5. Errors and Omissions Clause**

The insurance shall not be invalidated by an unintentional and/or inadvertent omission error incorrect valuation or incorrect description of the interests risk or property provided notice is given to THE COMPANY as soon as practicable upon discovery of such error or omission.

## **6. Exploratory Costs Clause**

The reasonable costs incurred in locating the source of the loss or damage, where such loss or damage is caused by bursting or leaking of any fixed apparatus used to hold or carry water, up to 5% of Total Sum Insured any one Period of Insurance.

## **7. Fire Brigade Charges and Extinguishing Costs Clause**

The insurance under this Policy extends to include fire brigade charges the cost of replenishment of fire fighting appliances provided always that the liability of THE COMPANY in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the Property Insured by this Policy or immediately threatening to involve such property and shall in no case exceed 10% of Total Sum Insured any one Period of Insurance.

## **8. Misdescription Clause**

It is understood and agreed that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided the Insured shall notify THE COMPANY immediately he becomes aware of the same and to pay additional premium if required from the date when such alteration or misdescription of occupancy first took place.

## **9. Other contents Clause**

It is agreed that the term "Other Contents" is understood to include:

- a. documents, manuscripts and business books but only for the value of the material as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding US\$ 1,000 (or otherwise specified in the Schedule ) in respect of any one document, manuscript or business book.
- b. computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding US\$ 1,000 (or otherwise specified in the Schedule ).
- c. patterns, models moulds, plans and designs for an amount not exceeding US\$1,000 (or otherwise specified in the Schedule) in respect of any pattern, model, mould, plan and design.

## 10. Public Authorities Clause

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:

The amount recoverable under this Extension shall not include:

- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
  - (i) in respect of destruction or damage occurring prior to the granting of this Extension.
  - (ii) in respect of destruction or damage not insured by the Policy.
  - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
  - (iv) in respect of undamaged property or undamaged portions of property.
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as THE COMPANY may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of THE COMPANY under this Extension not being thereby increased.

If the liability of THE COMPANY under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of THE COMPANY under this Extension (in respect of any such item) shall be reduced in like proportion.

The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## 11. Reinstatement Value Clause

In the event of the property insured under the within policy being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

### SPECIAL PROVISIONS

- (a) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of THE COMPANY not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as THE COMPANY may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made;
- (b) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged THE COMPANY shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein;
- (c) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement of the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion

of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision;

- (d) No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein;
- (e) This Memorandum shall be without force or effect if:
  - (i) the Insured fails to intimate to THE COMPANY within 6 months from the date of destruction or damage, or such further time as THE COMPANY may in writing allow, his intention to replace or reinstate the property destroyed or damaged;
  - (ii) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## **12. Temporary Removal Clause**

The property insured under this Policy is covered (limited to 20% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the **Socialist Republic of Vietnam**.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:

- (a) Motor Vehicles and Motor Chassis,
- (b) Property (other than machinery and plant) held by the Insured in trust.

## **EXCLUSIONS**

- 2. Money as defined in Section II.
- 3. Personal effects elsewhere than in the Premises.
- 4. Any living creature.
- 5. Motor vehicles (including garden implements and wheelchairs) and fitted accessories.
- 6. Acts of fraud or dishonesty involving any partner director or employee of the Insured.
- 7. Theft not accompanied by actual forcible and violent breaking into or out of the premises or any attempt there at.
- 8. Loss or damage directly caused by any process of cleaning, dyeing, repairing or renovation.
- 9. Loss or damage due to erasure or distortion of information on records caused:
  - (a) by a magnetic flux (unless such flux results from lightning),
  - (b) whilst mounted in or on any machine or data processing apparatus unless caused by damage to the machine or apparatus,
  - (c) by defects in such records.
- 10. Bonds including Bearer Bonds, Bills of Exchange, Promissory Notes, Securities for Money, Stamps, Negotiable Documents, Jewelry, Precious Stones and the like.
- 11. Loss or damage in respect of scratching of glass.
- 12. Loss or damage caused by delay or confiscation or detention by customs or other officials or authorities.
- 13. Loss or damage by mechanical or electrical breakdown or derangement of machinery or equipment.
- 14. Property more specifically insured.

## **Excess**

0.5% of Total Sum Insured, minimum of US\$ 500 each and every loss for Earthquake, Storm and Flood.

0.2% of Total Sum Insured, minimum of US\$ 100 each and every loss for other perils.

Or otherwise specified in the Schedule

### Limits

In respect of the following property, the total amount that THE COMPANY shall pay for any one claim shall not exceed the Limits shown

	<u>Limits (US\$)</u>
(1) Any one item of the office machinery (or otherwise specified in the schedule)	10,000
(2) Personal effects of any one person (or otherwise specified in the schedule)	1,000
(3) Any one deed, document, plan, drawing or business book (or otherwise specified in the schedule)	1,000
(4) Any one fixed glass and/or sign and/or aerial device (or otherwise specified in the schedule)	3,500

### Sum Insured

The Sum Insured must be sufficient to include all property on a replacement as NEW basis. The TOTAL AMOUNT PAYABLE under this Section in respect of any claim(s) is limited to the Sum Insured stated in the Schedule, but the Sum Insured will be restored in full from the date of the loss or damage provided that in aggregate in any one Period of Insurance the total limit of liability of THE COMPANY shall in no case exceed twice the amount of the Sum Insured stated in the Schedule.

### Average Clause

If, at the time of any loss or damage, the Sum Insured represents less than 85% of the replacement value as NEW of the property, THE COMPANY shall pay a similarly reduced proportion of the loss or damage.

### Multiple Premises

If the property is insured at more than one Premise, the terms of the Policy apply separately to the property of each Premises provided THE COMPANY have knowledge of all the Premises.

## SECTION II- MONEY INSURANCE

### DEFINITION

**Money** Current coin, bank and currency notes, banker's drafts, crossed cheques/girocheques, crossed postal and money orders all belonging to the Insured or for which the Insured has accepted responsibility and used in connection with the business.

**Business Hours** The normal working hours of the business, including overtime, during which the Insured or any partner, director or employee of the Insured, who is entrusted with the money, is in the business portion of the building.

### THE INSURANCE

THE COMPANY will indemnify the Insured in respect of loss of money anywhere in Vietnam.

### EXCLUSIONS

1. Loss of money due to the dishonesty of any employee of the Insured.
2. Shortages due to error or omission.

### LIMITS - ANY ONE CLAIM

Money

- (a) on the Premises out of Business Hours
  - (i) in a locked safe or strongroom : The limit shown in the Schedule.
  - (ii) not in a locked safe or strongroom : Nil.
- (b) on the Premises during Business Hours : The limit shown in the Schedule.
- (c) in transit anywhere in Vietnam : The limit shown in the Schedule.

## **WARNING - ESCORTED MONEY**

This insurance is provided on the understanding that money is accompanied by at least two responsible able-bodied adults.

### **KEYS**

This insurance is provided on the understanding that the Insured

- (1) shall keep a complete record of the money in transit and on any Premise at which money is covered under this Section;
- (2) store the records away from the immediate area of any safe or strongroom containing the money;
- (3) remove the key or combine action code of any such safe or strongroom from the immediate area of the safe or strongroom when it is left unattended.

## **SECTION III - LIABILITIES**

### **DEFINITION**

**Territorial Limits**                    The Socialist Republic of Vietnam

**Business**                                includes

- (a) maintenance of the Insured's Premises,
- (b) provision of catering, social, sports and welfare organizations for employees, fire and first-aid services,
- (c) private work undertaken with the Insured's consent by an employee for the Insured or for any partner, director or employee of the Insured.

### **THE INSURANCE**

#### **(A) Public Liability**

THE COMPANY will indemnify the Insured against legal liability to pay damages and claimants' costs and expenses in respect of accidental bodily injury (including death, disease or illness) to any person or accidental loss of or damage to property arising in connection with the Business and happening

1. during the Period of Insurance,
2. within the Territorial Limits

PROVIDED ALWAYS that the liability of THE COMPANY under this Paragraph for all damage payable to any claimant in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original case shall not exceed the amount shown in the Schedule as the Limit of Liability.

An Excess of US\$ 100 will apply for damage to property in respect of each and every loss (or otherwise specified in the Schedule)

#### **(B) Tenant's Liability**

THE COMPANY will indemnify the Insured against legal liability as tenant for accidental loss of or damage to the Buildings or part thereof and/or to the Contents (including fixtures and fittings) of the aforesaid Buildings not belonging to but whilst under the occupation of the Insured arising during the Period of Insurance provided that the Insured is not entitled to indemnity under any other policy, and provided always that the liability of THE COMPANY in respect of any accidental damage shall not in any way exceed the limit of indemnity specified in the Schedule.

An EXCESS of US\$ 100 will apply for damage to property in respect of each and every loss ( or otherwise specified in the Schedule).

#### **(C) Costs**

THE COMPANY will indemnify the Insured all costs and expenses incurred with THE COMPANY' written consent and relating to any event which may be subject of indemnity under this Section.

## **EXTENSIONS**

### **1. Indemnity to Principals**

Any injury illness loss or damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal, THE COMPANY will at the request of the Insured treat the Principal as though he were also the Insured under this Policy. Provided that the Principal shall observe fulfill and be subject to the Terms of the Policy in so far as they apply.

### **2. Neon/ Advertising Signs**

The Insured's legal liability arising out of accidents caused by or through the Neon/Advertising Signs installations which are the property of the Insured.

Warranted that the Insured shall comply with all statutory enactment, bye-laws and regulations and at all times ensure that the Neon/Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall cause such defects to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accidents as the circumstances may require.

### **3. Vehicle in Insured's Car park**

The Insured's legal liability in respect of loss or damage to vehicles under the control of the Insured or the Insured's Parking Attendants/Insured's Employees whilst in the car park of the Insured.

PROVIDED ALWAYS that THE COMPANY shall not be liable for any loss or damage insofar as such loss or damage is covered by any other insurance.

### **4. Loading/Unloading**

The Insured's legal liability in respect of bodily injury and/or damage to property arising out of and in the course of loading or unloading operation from a stationary vehicle including delivery or collection of the load from or to the vehicle.

### **5. Food and Drinks**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Policy shall extend to include liability for accidental death or bodily injury caused by or arising out of foreign or deleterious matter in food and drink sold or supplied by the Insured at or from the Premises.

## **EXCLUSIONS**

### **(A) Public Liability**

THE COMPANY shall not be liable for:

1. bodily injury sustained by any employee of the Insured arising out of and in the course of employment with the Insured;
3. loss of or damage to property belonging to the Insured or in charge or control of any of the Insured's employee (other than the personal property, including vehicles, of the Insured's partners, directors or employees);
4. liquidated damages or penalties;
5. bodily injury, loss or damage arising out of the ownership, possession or use by the Insured or on the Insured's behalf
  - (a) any mechanically propelled vehicle, or machine or trailer attached to it, if it is used in circumstances to which any Road Traffic Legislation applies (other than loading and unloading unless the Insured is more specifically insured for such risks),
  - (b) any water craft (other than hand propelled watercraft), hovercraft or aircraft,
  - (c) land or buildings owned or rented by the Insured and not included as part of the Premises in the Schedule.

### **(B) Tenant's Liability**

THE COMPANY shall not be liable for:

1. loss or damage to the contents of the buildings belonging to the Insured;

2. liability assumed under agreement unless the liability would have been incurred without the agreement.

## **JURISDICTION CLAUSE**

The indemnity shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within The Socialist Republic of Vietnam.

## **SECTION IV- PERSONAL ACCIDENT**

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

### **DEFINITION**

<b>Injury</b>	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.
<b>Insured Person</b>	each of the persons described as such in the Schedule.
<b>Lump Sum Benefit</b>	the total amount of Compensation insured for death or disablement

### **EXTENSIONS**

This Section extends to cover:

#### **1. Exposure**

When by reason of Injury an Insured Person is unavoidably exposed to the elements and as a direct result of such exposure suffers death, such death shall be covered hereunder.

#### **2. 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.

#### **3. 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.

#### **4. 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.

#### **5. Automatic Inclusion and Deletion**

Automatic inclusion of any new eligible employee on joining the Insured's employment for an amount of sum insured not exceeding the amount for similar occupational category of Insured Persons in accordance with the listing of lives insured under this Section and the automatic exclusion of any existing employees leaving the Insured's employment, subject to the Insured declaring to THE COMPANY at the end of each quarter during the Period of Insurance.

1. **Motorcycle or pillion riding** but limited to engines not exceeding 125 cubic centimetre.
2. **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. 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.



2. 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' expense.

**EXCLUSIONS**

THE COMPANY will not pay for claims directly or indirectly caused by or arising from:

1. sTHE COMPANYide, 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 Professional Sports, Mountaineering, Diving to a Depth greater than 50 metres and racing (other than on foot, swimming and yacht racing within territorial waters);
7. declared or undeclared war or any act thereof, or happening during full time active duty by the Insured with any armed force;
8. nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
9. any pre-existing physical defect or infirmity disease and sickness of any kind.

**BASIS OF SETTLEMENT**

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

<b>Results</b>	<b>Benefits</b>
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

<b>TOTAL DISABLEMENT</b>	<b>PERCENTAGE</b>
• 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 of the radial nerve at the hand	20%	15%
• Total paralysis of the cubital 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 exceed 5%.

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| <p>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</p> | <p>C. Reimbursement up to 10% of the Lump Sum Benefit specified in the Schedule in respect of any one Injury.</p> |
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**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 US\$ 1,000,000 (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.

### **Age Limit**

This Policy is not applicable to any person above 65 years and shall not be renewable after the Period of Insurance in which the Insured Person reaches the age of 65 years. .

### **GENERAL EXCLUSIONS**

(Applicable to the whole Policy)

1. Electrical, electronic or mechanical breakdown and gradual deterioration.
2. Consequential loss.
3. Delay, confiscation or detention by custom-house or other officials or authorities.
4. Loss, destruction or damage directly caused by vermin, insects, fungus or condensation.
5. Any expenses, consequential loss, legal liability or any loss, destruction or damage to property directly or indirectly caused by contributed to by or arising from:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear or any nuclear component or an explosive nuclear assembly,
  - (iii) pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds,
  - (iv) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, revolution or military or usurped power,
  - (v) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation,
  - (vi) coastal or river erosion,
  - (vii) subsidence ground heave or landslip,
  - (viii) normal settlement or bedding down of new building,
  - (ix) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf.
6. Pollution unless sudden and accidental.
7. Product's liability of any kind.
8. All professional liabilities.
9. Y2K Exclusion.

### **CONDITIONS**

1. This Policy and 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 of the Schedule shall bear such specific meaning wherever it may appear.
2.
  - (a) The Insured on the happening of any loss of or damage to Property Insured by this Policy shall give immediate notice thereof in writing to THE COMPANY and at his own expenses within fifteen days after the happening of such loss or damage shall deliver to THE COMPANY a claim in writing with such detailed particulars and proof as may be reasonably required. In case of loss or damage by theft or any attempt thereat. The Insured shall also give immediate notice to the Police. In case of a loss under Section II of the Policy, this delay is reduced to two days;
  - (b) The Insured on receiving notice of any accident or claim arising under Section III of this Policy shall give immediate notice thereof in writing to THE COMPANY and shall 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 expenses in making good any damage without the written consent of THE COMPANY and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.
3. THE COMPANY shall be entitled

- (a) on the happening of any loss 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 savings in a reasonable manner and this Policy shall be proof of leave and license 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 at its own expenses 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 insured by this Policy and the Insured shall give such information and assistance as THE COMPANY may require.
4. 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.
  5. Theft cover under Section I and Section II of this Policy is suspended during any period when the Premises are left without an inhabitant from the beginning of the fifteenth day of such unoccupancy.
  6. This Policy may be cancelled at any time at the request of the Insured in writing to THE COMPANY and the Premium 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 day's notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of THE COMPANY receiving or retaining pro rata premium.
  7. The Insured shall take all reasonable precautions for the maintenance and safety of the property and to prevent accident or loss.
  8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of THE COMPANY signified by endorsement upon the Policy by or on behalf of THE COMPANY:
    - (a) if the business of the Insured be altered or if the nature of the occupation or other circumstances affecting the premises or containing the Property Insured be changed in such a way as to increase the risk of loss or damage;
    - (b) if Property Insured be removed to any building or place other than that in which it is herein stated to be insured;
    - (c) if the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.
  9. The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and truth of the statement and answer in the said proposal shall be conditions precedent to any liability of THE COMPANY to make any payment under this Policy.
  10. If the insurance for any loss, damage or liability for which a claim is also provided under any other policy, then THE COMPANY shall pay only the proportion of the claim which the insurance under this Policy bears to the insurance provided under all the policies.
  11. Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided herein shall not apply to
    - (a) compensation for damages in respect of judgements delivered or obtained otherwise than by a Court of competent jurisdiction within the territories included under this Policy,
    - (b) costs and expenses of litigation recovered by any original claimant from the Insured which are not incurred and recoverable in the territories included under this Policy.

It being the intention of this clause that the contract shall only indemnify the Insured in accordance with customary practices, conditions & judgments normally applying in the territories included under this Policy.

### **IMPORTANT NOTE**

**We would remind that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy.**

