

This English version was translated from Vietnamese

PERSONAL ACCIDENT INSURANCE WORDING

*(The Vietnamese Original version was issued in connection with the Decision
No.: 08QĐ/BH-PAC-11 dated 24/11/2011 of Phu Hung Assurance Corporation)*

I. GENERAL PROVISIONS

Article 1: Territorial scope

This insurance is geographically limited within the territories of The Socialist Republic of Vietnam.

Article 2: Eligibility

1. Eligibility

People from 18 to 65 years old including Vietnamese citizens and expatriates who are living and working in Vietnam (hereafter called the Insured).

2. Ineligibility

- People are sustaining mental illness
- People are being invalid or sustaining permanent disablement of 50 percent (50%) or above.

Article 3: Other insurances

The Insured under this insurance can subscribe and is entitled to full benefits under other similar insurances provided such other insurances are separate from this insurance.

Article 4: Definitions

Following terms of this policy wording shall mean:

The Insured	means the person whose name is included in the Application Form accepted by the Company through the issuance of an Insurance Certificate and who is entitled to insured benefits upon the occurrence of an insured accident.
The Company	is Phu Hung Assurance Corporation (Phu Hung).
Sum Insured	means the maximum amount specified in the Schedule the Company will pay the Insured upon an insured accident.
Accident	an insured accident shall mean any accident caused by a sudden force beyond the Insured's intention which impacts the Insured's body from outside and which is the immediate cause of the Insured's death or bodily injury.
Medical institution	is a legally licensed medical institution in Vietnam, which: <ul style="list-style-type: none">- is capable of providing facilities for diagnosis, treatment and surgery.- is capable of inpatient treatment and keeping a daily medical monitoring record of its patients.- is not a resort, a nursing home, a home for the aged, an alcoholic or drug rehabilitation center, or a medical facility for mental illness and leprosy treatment.- is not either a ward - level, commune - level medical station or own medical station of an organization.
Temporary disablement	is disablement specified in "TEMPORARY DISABLEMENT" section of the Table of Payment issued by the Company
Permanent disablement	is disablement specified in "PERMANENT DISABLEMENT" section of the Table of Payment issued by the Company.
Group policy	means an Insurance Policy comprising of more than ten (10) insured persons who are employed by a company, an agency, an enterprise, an union, an association or any similar organization.

II. COVERAGE

Article 5: Coverage

- a. Death caused by an Accident
- b. Disablement caused by an Accident

Coverage provided by this insurance is extended to insure any accident as a result of the Insured's attempt to save human life, national property, property of others, or to fight against law breaking actions.

Article 6: Other cases

In the event the Insured participates in professional competitions such as motor race, horse race, football, boxing, mountaineering, water-skiing, yacht-race, etc...; investigation, exploration; any accident arising from such competitions, shall only be insured if the Insured applied and agreed to pay additional premium as specified in Premium Rate and Sum Insured.

III. EXCLUSIONS

Article 7: Exclusions

Any accident caused by the following causes shall be excluded:

1. Willful act of the Insured or the legal heirs (unless the heirs is under 14 years old).
2. The Insured seriously violates the law, internal regulation, regulation of local authority or social associations.
3. The Insured is under direct influence of alcohol, drug or other similar stimulants.
4. Treatment or drug usage which is not indicated by a Medical institution.
5. Participating in Aviation activities (other than as a fare-paying passenger), participating in manoeuvre, military training.
6. Fighting combat of army force other than a self-defense action.
7. Sudden cold, apoplexy, illness, miscarriage, occupational disease, complications arising from illness or pregnancy treatment.
8. Food and drink poison, or inhalation of toxic gases.
9. Earthquake, volcano eruption, or radioactive contamination.
10. War, civil war, strike.
11. Terrorism.

IV. INSURANCE POLICY, PREMIUM, SUM INSURED AND VALIDITY OF INSURANCE

Article 8: Insurance Policy

Where there is an insurance application of school, class, the Company will upon acceptance issue a group policy including a list of students. Upon The Insured's request, the Company will additionally issue an insurance certificate for each insured person.

Article 9: Endorsement

Where the certificate of insurance and / or any endorsement provide anything to the contrary with the terms and conditions of this policy wordings, then both parties shall bind the terms specified in the certificate of insurance and / or endorsement providing that such terms do not go against the law of the Socialist Republic of Vietnam.

Article 10: Premium and Sum Insured

Premium and sum insured shall be specified in insurance policy or insurance certificate attached to this policy wordings.

Article 11: Validity Insurance

Effectiveness of this insurance shall commence as soon as the insurance premium as specified in Insurance Policy or Certificate of Insurance has been paid in full by the Insured (unless otherwise agreed in writing).

Article 12: Termination

In case one party requests to terminate this insurance, such party shall provide 30 days written notice to the other party. Should this insurance policy be agreed to terminate, The Insured will be entitled to a return of 80 percent (80%) of the premium corresponding to the unexpired period provided always that, by the time of such agreed termination, there has been no claim accepted by the Company.

V. INSURANCE BENEFITS

Article 13: Benefits of Person Insured

A. WITH RESPECT TO THE SUM INSURED OF 20 MILLION DONG / PERSON / OCCURRENCE OR BELOW

1. In case of the Insured's death due to an insured accident: the Company shall pay the total Sum Insured specified in the Insurance Policy or Certificate of Insurance.
2. Where the Insured sustains disablement due to an insured accident: the Company shall pay a sum equal to a percentage of sum insured as specified in the Table of Schedule Payment issued by the Company.

B. IN RESPECT OF THE SUM INSURE GREATER THAN 20 MILLION DONG / PERSON / OCCURRENCE.

1. In case of the Insured's death due to an insured accident: the Company shall pay the total Sum Insured specified in the Insurance Policy or Certificate of Insurance.
2. Where the Insured sustains permanent disablement due to an insured accident: the Company shall pay a sum equal to a percentage of sum insured as specified in the Table of Schedule Payment issued by the Company.
3. Where the Insured sustains temporary disablement due to an insured accident, insured benefits shall be settled as below:
 - a. Insured benefit = (percentage of the temporary disablement as specified in the Table of Schedule Payment x 20.000.000) + Sum Insured x 0,1% x number of treatment days, maximum 180 days / occurrence.
 - b. Number of treatment days shall be determined as in one of the below cases, whichever is lesser:
 - The number of hospitalization days plus the number of post-hospitalization treatment days. Post-hospitalization period shall be indicated by the attending physician.
 - Number of days off as certified by the Insured's employer.

Article 14: Settlement of the consequence of the insured accident (applied for all Sum Insured)

1. In case of the insured accident, in which the person insured dies as the consequence of that accident within one year since the accident occurred, the Company will pay the difference between the Sum Insured specified in the Insurance Policy or Certificate of Insurance and the sum of compensation which had been paid previously.

2. In case the consequence of the insured accident is more severe due to the pre-existing illness or disablement of the insured or due to untimely treatment or due to not taking treatment indicated by Medical institution, the Company's compensation will be the same as that for similar injury to a person with normal health condition under proper treatment.

VI. THE INSURED'S DUTY

Article 15: The Insured's duty

- Truthfully and completely filling in the Application Form and paying premium.
- Upon the occurrence of an insured event, the Insured or his relatives shall take all necessary and possible measure to minimise and prevent further injury.
- Being truthful in all declaration and in providing document relevant to the insured event.

VII. CLAIM PAYMENT PROCEDURE

Article 16: Claim files

When applying the Company to pay insurance benefits, the Insured or his legal heirs shall provide the Company with the following documents:

1. Request of claim (The Form of The Company).
2. Insurance Certificate or Insurance Policy (copy).
3. Accident report certified by the Insured's organization, local authority or the local police where the accident happened.
4. Medical documents: hospital discharge bill, treatment bill (in respect of inpatient treatment), operation bill (in respect of operation) etc. certified and stamped by an authorized person of Medical institution.
5. Certificate of Death (where the Insured dies).
6. Document proving legal inheritance (where the Insured dies).
7. If the Insured authorizes another person to receive claim amount, then legally authorized letter is required.

Article 17: Claim payment

Claim amount shall be paid to the Insured or the person authorized by the Insured. In case the Insured dies, the legal heir is entitled to receive that amount.

Article 18: Obligation of good faith

Should the Insured or his legal heir(s) be fraudulent in complying with the terms and conditions of this Policy Wording, the Company shall have the right to decline a part or the entire claim amount depending on level of fraudulence. In case there is criminal act, the Company will have the right to submit the case to authority for investigation.

Article 19: Time limit for insured event notification and claiming insurance benefits

Within 30 days from the date of the occurrence of an insured event The Insured or his legal heirs shall give the Company a written notice. If the Insured fails to do so, the Insured or his legal heirs shall be declined to partial or total of claim amount unless a force majeure.

Within one year from the date of the occurrence of insured event, the Insured or his legal heirs shall provide the Company the claim file. If the Insured fails to do so, the Insured or his legal heir(s) will forfeit the right to claim unless a force majeure.

Article 20: Time limit for Claim settlement

The Company shall consider, settle and pay claim amount within 15 days from the date of receipt of the sufficient claim document, unless otherwise agreed.

Article 21: Time limit for complaining and proceeding lawsuit

The time limit for the Insured or his legal heirs to complain the Company as to any claim payment is six (6) months as from the date the Insured or his legal heirs receives the Company's payment notification. Time limit for proceeding lawsuit given under this Insurance Policy is three (3) years as from the date of the dispute arises.

VIII. DISPUTE SETTLEMENT

Article 22: Dispute settlement

If any dispute arising from this Policy Wording which is not able to be solved through negotiation, either party shall have the right to submit the case to the Court located in the Insured's resident area in Vietnam.