



VOLUNTARY GPA PROGRAM FOR GOJEK PASSENGERS

- Policyholder** : - GO VIET TECHNOLOGY TRADING JOINT STOCK COMPANY
- GO CAR TECHNOLOGY COMPANY LIMITED
- Address** : 19th Floor, Office Area, Pearl Plaza Tower, No. 561A Dien Bien Phu Street, Ward 25, Binh Thanh District, Ho Chi Minh City, Vietnam
- Policy Period** : 12 months from 1st December 2022 to 30th November 2023
- Geographical Limit** : Vietnam
- Operative Time** : Insurance coverage is provided only while an Insured Passenger is travelling in, boarding or alighting from a Gojek vehicle which was assigned by Gojek Application.
- Insured person(s)** : means the Insured Passenger which this Policy is covering for during the Operative Time. Cover under this Policy applies until the end of the period of insurance or the date upon which the Insured Person ceases their employment or any association with the Policyholder, whichever occurs first.
- Age Eligibility** : Cover is available to Insured Passengers from the age of 15 days to 70 years old.
- Term & Conditions** : As per AIG Group Personal Accident Terms & Conditions below.
- Scope of cover** : Provides indemnity to an Insured Passenger(s) if an Insured Person suffers Bodily Injury that results in Accidental death or Permanent Disablement or incurs accidental medical expenses resulting from an Accident that occurred during the Operative Time.
- Benefits To Be Covered** : **Accidental Death (AD)& Permanent Disablement (APD)**: pay percentage as stated in the scale of compensation, up to the applicable maximum sum insured as specified in this Policy Schedule.
- Accidental Medical Reimbursement (AMR)**: actual, reasonable & necessary expenses and/or ambulance service for medical, surgical, X-ray, Hospital or nursing treatment or charges up to the applicable maximum sum insured as specified in this Policy Schedule.

Coverage and Sum Insured		Benefits	For Insured Passenger (VND)
		ADPD (VND)/person	Up to a maximum of 500,000,000 per Accident (Maximum Sum Insured for Accidental Death is 500,000 only)
		AMR (VND)/person/Accident	Up to a maximum of 20,000,000 per Accident [For Chinese Physician(s) or chiropractors' treatment : up to 10% of sum insured not exceeding VND 5,250,000]

Aggregate Limit/Vehicle	: Coverage of up to 6 Insured Passengers per vehicle for GoCar and up to 1 Insured Passenger per vehicle for GoRide.
Special Definition/Condition	<p>: Gojek Application means a mobile application provided in Vietnam by the Policyholder, which facilitates the provision of ride-hailing transport services by a registered Driver(GoCar) or Rider (GoRide) to a Registered User of such mobile application.</p> <p>Insured Passenger means the person who is aged of 15 days to 70 years old and travels in the Gojek ride-hailing vehicle during the Operative Time. The Insured passenger may be:</p> <ul style="list-style-type: none"> a) a Registered User and any accompanying passenger(s); or b) a passenger(s) on whose behalf the Registered User has booked the Gojek ride-hailing vehicle. <p>Registered User means the person who:</p> <ul style="list-style-type: none"> a. booked the Gojek ride-hailing vehicle via the Gojek Application; and b. opts-in for the "Voluntary GPA program". <p>Declaration: Gojek shall provide a declaration of trips where the passengers have opted for the voluntary cover on a monthly basis along with the required premium in line with the 'Premium Payment' clause mentioned above. In event of a claim prior to the declaration, AIG will confirm with Gojek on the applicability of cover.</p> <p>OFAC Exclusion: We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this Policy and/or Us, our parent company or our ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us from providing insurance coverage or transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary who is declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or Us, our parent company or our ultimate holding entity.</p> <p>Accidental Medical Reimbursement benefit is payable if a supporting written confirmation by the Policyholder on the Accident is provided along with the Medical Expenses' supporting documents, including attending Physician(s), Chinese Physician(s) or chiropractors' reports, referral letters and original Medical Expenses bills or receipts in relation to the same Accident.</p>

GROUP PERSONAL ACCIDENT INSURANCE

This Policy is issued by AIG Vietnam Insurance Company Limited (hereinafter called the “**Company**”) and contains terms and conditions herein.

In consideration of the payment of premium and subject to the definitions, limitations and general provisions contained herein, endorsed hereon, or attached hereon, the Company hereby insures the person(s) named in the Policy Schedule (herein called the Insured Person(s)) and promises to pay indemnity for loss to the extent herein provided. All periods of insurance shall begin and end at 12:01 a.m., standard time, at the place where the Policy was issued.

PART I – DEFINITIONS

Accident or **Accidental** means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Acquired Immune Deficiency Syndrome or **AIDS** shall have the meanings assigned to it by the World Health Organisation including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Sickness in the presence of a sero-positive test for HIV.

Activities of Daily Living shall mean Washing, Dressing, Feeding, Toileting, Mobility and Transferring.

- **Washing** shall mean the ability to wash in the bath, or shower or wash by other means
- **Dressing** shall mean the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- **Feeding** shall mean the ability to feed oneself food after its preparation and being made available.
- **Toileting** shall mean the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- **Mobility** shall mean the ability to move indoors from room to room on level surfaces.
- **Transferring** shall mean the ability to move from a bed to an upright chair or wheelchair, and vice versa.

Act of Terrorism shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or un-stated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered an Act of Terrorism. Act of Terrorism shall also include any act, which is verified or recognized by the Government as an act of terrorism.

Bodily Injury means identifiable physical injury to an **insured persons's** body which is caused by an **accident** solely and independently of any other causes and does not result from **sickness** or disease.

Chinese Physician shall mean a registered herbalist, acupuncturist and bonesetter licensed under any applicable laws. The attending Chinese Physician shall not be an Insured Person; or business partner or employer or employee of the Insured Person; an agent of the Insured Person, or a person who is related to an Insured Person in any way.

Disablement means each of or any of, Permanent Total Disablement or Temporary Total Disablement that results solely, directly and independently of all other causes from Injury and which occurs within 365

days of the Accident in which such Injury was sustained.

Effective Date shall mean the commencement or reinstatement date of insurance as specified in the Policy Schedule or endorsement in respect of the Insured Person.

Hospital shall mean a place that holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more Physicians available at all times; provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

Hospital Confinement shall mean admission in a Hospital as a registered patient for an overnight stay upon the recommendation of a Physician and for which the Hospital makes a charge for room and board to the Insured Person.

Income means your average gross weekly income (before taxation) in the 12 months prior to disablement, including salary or wages, commissions and regular bonuses, but excluding overtime payments.

Insured Person(s) shall mean any person shown in the Policy Schedule as being an Insured Person. Cover applies until the end of the period of insurance or the date upon which the Insured Person ceases their employment or association with the Policyholder, whichever occurs first.

Intensive Care Unit (ICU) shall mean a class of room dedicated to the constant, close monitoring of the vital body functions of patients in critical medical conditions, which provides a high ratio of nursing staff to patients, and which has full facilities for the resuscitation of patients.

Loss of Fingers or Toes shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

Loss of Hearing wherever used in the Policy shall mean permanent irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz
If b dB = Hearing loss at 1000 Hertz
If c dB = Hearing loss at 2000 Hertz
If d dB = Hearing loss at 4000 Hertz
 $1/6$ of $(a+2b+d)$ is 80dB

Loss of Limb shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

Loss of Sight shall mean the entire irrecoverable Loss of Sight.

Loss of Speech wherever used in the Policy shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

Loss of Use shall mean total functional disablement and is treated like the total loss of said limb or organ.

Malignant Neoplasm shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency (AIDS).

Medical Expenses means expenses incurred within 365 days of sustaining Injury and paid by the Insured Person to a Physician or Chinese Physician, Hospital and/or ambulance service for medical,

surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. All treatment must be prescribed by a Physician in order for expenses to be reimbursed under the Policy and shall not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.

Opportunistic Infection shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Permanent shall mean lasting 365 days from the date of Accident and at the expiry of that period being beyond hope of improvement.

Permanent Total Disablement shall mean Injury which solely and directly totally and permanently disables and prevents an Insured Person from attending to any business, occupation or regular duties which would be reasonable having regard to the insured person's education, training or experience or if he/she has no business or occupation, from performing three or more of Activities of Daily Living.

Physician shall mean a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his/her licensing and training. The attending Physician shall not be an Insured Person; or business partner or employer or employee of the Insured Person; an agent of the Insured Person, or a person who is related to an Insured Person in any way.

Policyholder shall mean the entity named in the Policy Schedule.

Policy Schedule shall mean the schedule issued to the Insured that is incorporated in and forms part of the Policy.

Pre-existing Condition shall mean any Illness, disease or other condition of the Insured Person which prior to the Effective Date of the Policy (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; (b) required the Insured Person taking prescribed drugs or medicine; or (c) was treated by a Physician or treatment had been recommended by a Physician.

Sickness means a physical condition marked by a pathological deviation from the normal healthy state.

Temporary Total Disablement shall mean Injury that entirely disables and prevents the Insured Person from attending to any part of his ordinary business profession or occupation (of any and every kind) for a continuous and uninterrupted period of time.

PART II – COVERAGE

While the Policy is in force, if the Insured Person shall sustain Bodily Injury effected directly and independently of all other causes by Accident, the Company, shall on receipt and approval of proofs, will, subject to the provisions, conditions and limitations contained herein or may be endorsed hereon, pay the indemnity and other specified losses sustained during the Policy period but only against the amount or benefits stated in the Policy within the time limits indicated in the Policy.

BENEFIT 1 - ACCIDENTAL DEATH & PERMANENT DISABLEMENT

The Policy will insure the Insured Person in respect of the following Loss as per the percentage of the Sum Insured or an amount as stated, in accordance with the defined Injury, resulting in: -

<u>EVENT</u>	<u>COMPENSATION</u>
1. Accidental death	100%

2. Permanent total disablement	100%
3. Loss of or the permanent total loss of use of two limbs	100%
4. Loss of or the permanent total loss of use of one limb	100%
5. Permanent total loss of sight of both eyes	100%
6. Permanent total loss of sight of one eye	50%
7. Loss of or the permanent total loss of use of one limb and loss of sight of one eye	100%
8. Loss of speech and hearing	100%
9. Permanent and incurable insanity	100%
10. Permanent total loss of hearing	
a) both ears	75%
b) one ear	25%
11. Loss of speech	50%
12. Permanent total loss of the lens of one eye	50%
13. Loss of or the permanent total loss of use of four fingers and thumb of	
a) right hand	70%
b) left hand	50%
14. Loss of or the permanent total loss of use of four fingers of	
a) right hand	40%
b) left hand	30%
15. Loss of or the permanent total loss of use of one thumb	
a) both right phalanges	30%
b) one right phalanx	15%
c) both left phalanges	20%
d) one left phalanx	10%
16. Loss of or the permanent total loss of use of fingers	
a) three right phalanges	10%
b) two right phalanges	7.5%
c) one right phalanx	5%
d) three left phalanges	7.5%
e) two left phalanges	5%
f) one left phalanx	2%
17. Loss of or the permanent total loss of use of toes	
a) all-one foot	15%
b) great toe-two phalanges	5%
c) great toe-one phalanx	3%
d) other than great toe, each toe	1%
18. Fractured leg or patella with established non-union	10%
19. Shortening of leg by at least 5 cm	7.5%
20. Third Degree Burns	

<u>Area</u>	Damage as a Percentage of Total Body Surface Area	
- head	Equal to or greater than 2% but less than 5%	50%
	Equal to or greater than 5% but less than 8%	75%
	Equal to or greater than 8%	100%
- body	Equal to or greater than 10% but less than 15%	50%
	Equal to or greater than 15% but less than 20%	75%
	Equal to or greater than 20%	100%

COMPENSATION: -

- a) The total compensation payable in respect for any disabilities due to the same Injury is arrived at by adding together the various percentages but shall not exceed 100% of the sum insured as

specified in the Policy Schedule and there shall be no further liability under the Policy in respect of the same Insured Person for Injury sustained thereafter;

- b) The Company shall in its absolute discretion determine the Percentage payable for any Permanent Disablement not otherwise provided for under Events 2 to 19 inclusive;
- c) The Company, which in its absolute discretion determines the percentage payable not otherwise, provided for under Event 20;
- d) In case where the Insured Person is left-handed, the compensation percentage in Events 13 to 16 shall be reversed whereby the greater compensation percentage shall apply to the left hand and parts thereof.

~~BENEFIT 2 – CHILD EDUCATION FUND~~

~~If an indemnity becomes payable for accidental loss of life of an Insured Person who is the Insured Employee or his/her insured legally married spouse, the Company shall pay the Child Education Fund at the sum insured stated in the Policy Schedule for each dependent child or children, who is/are under the age of eighteen (18), and up to a maximum of three (3) children.~~

~~BENEFIT 3 – BURIAL ALLOWANCE~~

~~If an indemnity becomes payable for accidental loss of life of an Insured Person, the Company shall pay a Burial Allowance at the benefit level stated in the Policy Schedule.~~

BENEFIT 4 – ACCIDENT MEDICAL REIMBURSEMENT

The Company shall reimburse the Insured Person the Medical Expenses paid to Physician(s), Chinese Physician(s) or chiropractors for treatment of an Insured Person provided as a result of an Injury and up to the sum insured stated in the Policy Schedule.

Medical Expenses paid to Chinese Physician(s) or chiropractors shall be reimbursed up to a maximum of 10% of the sum insured, but in no event shall this amount exceed VND5,250,000 under the relevant foreign exchange at the time of payment.

Provided that in the event an Insured Person becomes entitled to a reimbursement of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.

4.1 EXCLUSIONS

The Policy shall not apply to any of the following:-

- a) Routine general physical or any other examinations not directly related to admission, diagnosis, illness or Injury or treatment which is not medically necessary;
- b) Dental care or surgery, cosmetic or plastic surgery except necessitated by Injury caused by Accident;
- c) Congenital anomalies and conditions arising out of or resulting there from;
- d) Any mental and/or nervous disorders, sleep disorders, convalescence of rest care, alcoholism and drug related treatment;
- e) Miscarriage (except Accidental), abortion, pregnancy;
- f) Pre-existing conditions.

~~BENEFIT 5 – WEEKLY INDEMNITY – TEMPORARY TOTAL DISABLEMENT (TTD)~~

~~If during any period of insurance and by reason of Accident the Insured Person is totally and continuously disabled and prevented from performing each and every duty pertaining to his occupation, the Company will pay periodically the weekly indemnity stated in the Policy Schedule for the period the Insured Person~~

~~shall be so disabled but in no case shall the weekly indemnity exceed the period as stated in the Policy Schedule for any one Accident.~~

~~The amount provided for Temporary Total Disablement benefit is subject to a maximum of 100% of your regular weekly income at the time of claim or as per sum declared in the Policy Schedule, whichever is lower.~~

~~(a) Compensation shall not be payable :-~~

- ~~(i) in excess of the period as stated in the Policy Schedule for any one Injury;~~
- ~~(ii) unless an Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under Policy procure and follow proper medical advice from a legally qualified medical practitioner.~~

~~BENEFIT 6 – COVER IN THE EVENT OF TERRORISM~~

~~The Company will pay any benefit due under this policy arising directly or indirectly from an Act of Terrorism whilst the Insured Person is in Vietnam or overseas.~~

PART III – GENERAL EXCLUSIONS

The Policy shall not apply to any Event which:-

- a) is consequent on war or warlike activities, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, strike, riot, civil commotion rebellion, revolution, insurrection, military or usurped power or terrorism. The Company shall also not be liable for any claim arising out of or in connection with the Insured Person's own participation or provocation of any such act or if such act could reasonably have been avoided by the Insured Person.
- b) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria; and
- c) any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:
 - (i) a terrorist;
 - (ii) a member of a terrorist organization;
 - (iii) a narcotics trafficker; or
 - (iv) a purveyor of nuclear, chemical or biological weapons.
- d) is consequent on an Insured Person driving in or riding in any kind of race other than on foot; or participation in any sports in a professional capacity.
- e) Whilst in any violation or attempted violation of the law or resistance to arrest;
- f) is consequent on an Insured Person engaging in any of the following occupations/industry activities: Naval, Military or Air Force Service or Operations; Police Force Service or Security Services Operations; Fire Service Department; Divers; Fishermen; Miners or other employees working underground; Working at heights exceeding 30 metres; Loggers; Workers Handling Explosives or Weapons; Asbestos Industry Workers; Construction Workers;
- g) Any injury, sickness or disease resulting directly or indirectly from, attributed to, or accelerated by;
 - The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

- The dispersal or application of pathogenic or poisonous biological or chemical materials;
or
 - The release of pathogenic or poisonous biological or chemical materials;
- h) is directly or indirectly consequent on an Insured Person engaging in air travel except as a fare-paying passenger in any properly licensed and regular scheduled commercial aircraft;
- i) results from suicide or attempted suicide or intentional self Injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an Insured Person's own criminal act, or is sustained whilst an Insured Person is in a state of Insanity;
- j) in the case of a woman is attributable wholly or in part to childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by Injury;
- k) is caused directly or indirectly as a consequence of any kind of food poisoning, sexually transmitted disease, bacterial infection, naturally occurring degenerative process, or out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named;
- l) is directly or indirectly caused by intoxication, drugs, alcohol or other similar stimulants or insanity by natural causes;
- m) Assault or murder arising out of or in connection with Insured Person's own participation or provocation of any such act;
- n) Complications of surgical procedures or Accidents occurring during surgical or therapeutic procedures;
- o) Pre-existing conditions;
- p) If, by virtue of any law or regulation which is applicable to the Company, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, the Company shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

PART IV - GENERAL PROVISIONS

1. GEOGRAPHICAL LIMITS

The coverage under the Policy is 24 hours a day, worldwide unless otherwise endorsed or amended.

2. DROWNING AND SUFFOCATION

The Policy is extended to cover Accidental Death or Injury as a result of drowning or suffocation by poisonous fumes, gas or smoke. The Company shall not be liable for any claim for such Injury arising out of or in connection with the Insured Person's own wilful or intentional act.

3. EXPOSURE AND DISAPPEARANCE

When by reason of any Accident covered by the Policy the Insured Person is exposed to the elements and as the result of such exposure suffers an Event for which compensation is otherwise payable hereunder such Event will be covered under the terms of the Policy.

If the body of the Insured Person has not been found within 365 days after the date of disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily Injury caused by an Accident covered by the Policy at the time of such disappearance, sinking or wrecking.

4. MOTOR-CYCLING

The Policy is extended to cover motor-cycling (whether as a rider or a pillion-rider) provided that at the time of sustaining Injury, the Insured Person is not engaging in or practising for any form of racing, reliability test or trial, hill climbing contest, speed or duration testing.

5. ACCIDENTAL MISCARRIAGE

The Policy is extended to cover in the case of a woman who sustained an Accidental Injury and as a result suffered a miscarriage and not attributed to any natural causes and/or sickness relating to pregnancy or childbirth.

6. AUTOMATIC ADDITION AND DELETION CLAUSE

The Policy shall automatically cover all present and new employees upon their date of employment subject to notification by the Policyholder to the Company at the year end adjustment. Cover will cease once the employees leave the employment of the Policyholder.

The Insured shall provide written proof of valid employment to the Company in the event of a claim.

The Policyholder shall record and provide to the Company upon request the number and the list of Insured Persons at the beginning of each quarter during the policy period, based on which the Premium shall be adjusted at the year-end on pro-rata basis.

PART V – GENERAL CONDITIONS

1. ENTIRE CONTRACT

The Terms and Conditions, Policy Schedule, Endorsements, Proposal Form, Declaration and attached papers together with other statement in writing shall be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the Policy Schedule attached shall bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Policy Schedule attached shall prevail. No statement made by the applicant for insurance not included herein shall void the insurance cover or be used in any legal proceedings hereunder. No agent has the authority to change or waive any provisions of the insurance. No change of provisions shall be valid unless approved by an authorised representative of the Company and such approval be endorsed hereon.

2. CHANGE OF OCCUPATION

If an Insured Person shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed in the proposal for the Policy without first notifying the Company and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as the Company may require as the consideration for such agreement), then no claim shall be payable in respect of any Injury arising out of or in the course of such occupation.

3. CHANGE IN COUNTRY OF RESIDENCE

It is a condition precedent to liability under the Policy that the Company must be informed in writing of any change in the Insured Person's country of residence. A change in the country of residence shall be deemed to mean the Insured Person living or intending to live in another country other than his/her country of residence at the time he/she becomes an Insured Person under the Policy in excess of 12 consecutive calendar months. The Company reserves the right to continue cover on prevailing terms and conditions or decline to continue cover under the Policy

upon receipt of such information.

4. AGE ELIGIBILITY

The eligible entry age of an Insured Person is from age 18 and 65 years old (at last birthday), with renewal up to age 70 years. Cover for legally dependent unmarried child is from 15 days to 18 years of age (23 years of age for full time students in a recognised tertiary institution).

5. GRACE PERIOD

A grace period of thirty-one (31) days from the premium due date will be allowed for payment of each premium after the first, during which period the Policy will remain in force.

6. RECEIPTS

The Company shall not be committed by any notice or any trust, charge, a lien, assignment or other dealing with the Policy and the receipt of the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

7. TIME OF NOTICE OF INSURED EVENT

As soon as practicable and in any case within 30 days after the occurrence of any event which may give rise to a claim, written notice of the claim shall be given to the Company at the address of the managing agents who had issued on behalf of the Company the Policy. Notice given by or on behalf of the Policyholder to the Company with information sufficient to identify the Insured Person shall be deemed to be notice to the Company.

8. FORMS FOR PROOF OF LOSS

The Company, upon receipt of a notice of claim will furnish to the Policyholder such claim forms which are usually furnished by the Company for filing proofs of loss. Such claim forms must be returned by the Policyholder with full particulars within 15 days after the receipt of such claim forms from the Company. The Policyholder shall also at the same time when returning the completed claim form within the said 15 days submit to the Company written proofs covering the occurrence, the circumstances and the extent of the loss for which the claim is made. The Policyholder shall also at any time at the request of the Company submit whatever documents required by the Company in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such requirement.

9. MEDICAL EXAMINATION AND TREATMENT

The Insured Person shall at his/her expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so, arrange to submit to medical examination by Physicians appointed by the Company. In the event of death of the Insured Person, where it is not forbidden by law, the Company shall be entitled to have a post-mortem examination at its own expense, and notice shall, where practicable, be given to the Company before internment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between the Company's Physicians and the Insured Person's Physician, the opinion of the Company's Physicians shall prevail and be binding on the Insured Person or his/her estate as the case may be.

10. IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in the Policy for loss other than that of time on account of disability will be paid immediately after the receipt of due proof.

11. TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of life of the Insured Person is payable to the Estate of the Insured Person. All other indemnities of the Policy are payable to the Insured Person. Receipt of the Insured Person and the Insured Person's legal representative alone shall be an effectual discharge.

12. RIGHTS OF BENEFICIARY

Consent of the Beneficiary shall not be requisite to surrender or assignment of the Policy, or to

change of Beneficiary, or to any other change in the Policy.

13. LIMITATION OF TIME FOR BRINGING SUIT

If a claim is made under the Policy and is rejected by the Company, the Policyholder or its authorised representative shall commence arbitration proceedings in accordance with Part V - General Conditions, Clause 14 hereof within twelve (12) months of such rejection, or within thirty six (36) months from the date of notice on dispute, failing which the Company shall be discharged from all liability whatsoever for that claim.

14. DISPUTE RESOLUTION

Any dispute arising under or in connection with the Policy shall be resolved by the Company and the Policyholder through amicable settlement. If both parties fail to resolve amicably within thirty (30) days from the date of notice on dispute, the dispute shall be referred to the Vietnam International Arbitration Center in accordance with its rules, or at the option of the Company to a three-arbitrator tribunal. The decision of arbitration will be final. The dispute shall be referred to the competent court for settlement if the choice of arbitration shall not be available between the parties under the applicable law.

15. LEGAL ACTIONS

An arbitral award given in arbitration or court judgment pursuant of Part V – General Conditions, Clause 14 herein shall be a condition precedent to any liability of the Company or any right of action against the Company.

16. TERMINATION

- (i) The Company can cancel this policy by giving 30 days written notice to the Policyholder at the Policyholder's last known address.
After termination of the Policy by the Company, the proportionate part of any premium received in respect of the unexpired period of the Policy will be refunded by the Company to the Policyholder as soon as possible.
- (ii) The Policyholder can cancel this policy by giving 30 days written notice to the Company at its head office address, 09th Floor, Saigon Center, 65 Le Loi, District 1, HCMC, Vietnam. If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned premium paid will be returned, subject to a minimum retention by the Company of VND2,100,000 or one third of the annual premium whichever is greater.
- (iii) The Insurance in respect of an Insured Person shall immediately terminate on the happening of any one of the following events:
 - a) On the date which the Insured Person or his/her legally married spouse on the date which he/she attains seventy (70) years of age;
 - b) In the case of the dependent child on the date which he/she attains the maximum age as defined in Part I – Definitions;
 - c) Upon the death of an Insured Person;
 - d) When any premium due is not paid in accordance with Part V - General Conditions, Clause 25

17. ASSIGNMENT

No assignment of interest under the Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the registered office of the Company. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary

under the Policy shall bind the Company, unless consent thereto is formally endorsed hereon by an authorised representative of the Company. No provision of the charter, constitution or by-laws of the Company shall be used in defence of any claim arising under the Policy, unless such provision is incorporated in full in the Policy.

18. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in the Policy shall invalidate all claims hereunder.

19. REINSTATEMENT OF POLICY

If default be made in the payment of the agreed premium for the Policy, the subsequent acceptance of a premium by the Company shall reinstate the Policy, but only to cover loss resulting from Accidental Injury thereafter sustained.

20. RENEWAL

The Policy may be renewed with the consent of the Company from term to term, by payment of the premium in advance at the Company's premium rate in force at time of renewal.

21. GOVERNING LAW

The Policy shall be governed by and interpreted in accordance with Vietnamese Law.

22. CONTRIBUTION

If at the time of a claim there is another insurance Policy or other contract in the Insured Person's name which covers the Insured Person for the same expense or loss, the Company will only pay our proportionate share of the loss. The Proportionate share will be calculated by determining the percentage the Policy maximum bears to the total amount of insurance in force as to the loss. The does not apply to, Accidental Death and Dismemberment, and Permanent Total Disability which the Company will pay in full if available under the Policy.

23. DUTY OF DISCLOSURE

Any fraud, misstatement or concealment in respect of this insurance or of any claim hereunder shall render the Policy null and void and any Benefit due hereunder shall be or become forfeited.

24. 14-DAY FREE LOOK PRIVILEGE

The Policyholder has 14 days from the issuing date of the Policy to examine the terms and conditions of the Policy and may cancel the Policy within the foregoing 14-day period by written request to the Company in which case premiums paid will be refunded, if a claim has not been made under the Policy. If the Policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the Policy is so cancelled, the Company shall have no liability whatsoever under the cancelled Policy and the Company will be entitled to recover from the Policyholder any expense incurred by the Company in underwriting the Policy. This provision is not applicable to any policies with terms of cover of less than a year and renewals.

25. PAYMENT BEFORE COVER WARRANTY

1. Notwithstanding anything herein contained but subject to Clauses 2 and 3 hereinafter set out, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom the Policy was effected) within 30 days from the Effective Date of the Policy, Renewal Certificate, Cover Note or Endorsement. Any claim shall be withheld until the total premium due is paid and actually received in full by the Company.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom the Policy was effected) within 30 days from the Effective Date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect

whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

3. In respect of coverage with Part V - General Conditions, Clause 24 "14-Day Free Look Privilege", the Policyholder may return the original policy document to the Company or intermediary within the "Free Look" period if the Policyholder decides to cancel the cover during the "Free Look" period. In such an event, the Policyholder will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance."

26. CURRENCY

All settlement for payable premium and claim will be done in VND and with the exchange rate at the time of the transaction. The Exchange rate will be monthly exchange rate fixed by AIG Vietnam.