

HOME INSURANCE

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WHEREAS the Insured, named in the Schedule, by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to **BAOVIET INSURANCE** (hereafter called the Company) for the Insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

CHAPTER I – SCOPE OF COVER

SECTION I - LOSS OF OR DAMAGE TO THE BUILDINGS

The Company will, indemnify the Insured against loss of or damage to the Buildings caused by an Insured Peril in Definition.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

Provided that for the purposes of Section I, the Buildings shall be deemed to exclude:

- (a) any property not belonging to the Insured or for which he is not legally responsible,
- (b) any property the value of which is included in the Total Sum Insured on Contents.

Unless specifically mentioned, the Buildings are declared by the Insured to be built of brick, stone or concrete and roofed with concrete, slate, tile, metal, asbestos or a composition of asbestos and other incombustible mineral ingredients.

BASIS OF COVER

If the Buildings shall at the time of any loss or damage for which indemnity is provided under Section I be of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage accordingly and every item of the Buildings shall be separately subject to this Condition.

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. 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.

3. 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.

4. 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.

5. 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.

6. Alternative accommodation

The insurance by this policy is extended to indemnify the Insured for the reasonable additional expenses necessarily incurred by the Insured in temporarily relocating elsewhere or renting an alternative premise during the time required for the building restoration. Provided that the total amount payable for such costs and expenses shall not exceed 5% of the sum insured of the Building and 30 days of rent any annual period of insurance.

SECTION II - LOSS OF OR DAMAGE TO THE CONTENTS

The Company will, subject to the Limits of Liability, indemnify the Insured against loss of or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril in Definition.

Provided that

- (1) Section II shall not apply to
 - (a) property otherwise insured,
 - (b) property removed for sale or exhibition or to a furniture depository.
- (2) Provided that the Contents shall be deemed to exclude
 - (a) property more specifically insured under another policy;
 - (b) bullion or unset precious stones, any curiosity or work of art, manuscripts, plans, drawings or designs, patterns, models or moulds, medals, coins or rare books, securities, obligations or documents of any kind, stamps, coins or cash, currency notes, cheques, travellers' cheques, money orders, postal orders, bills of exchange, promissory notes, books of account or other business books, motor vehicles or accessories, pedal cycles and livestock unless specifically mentioned herein;
 - (c) any part of the structure or ceilings of the Buildings, wallpapers and the like or external television and radio antennae, aerials, fittings, masts and towers;
 - (d) any property the value of which is included in the Total Sum Insured on Buildings.

BASIS OF COVER

This cover is based on a "New For Old" basis (ie. replacement by an item of the same kind with no deduction for wear and tear), and, at our choice, either a replacement item will be provided, or a Reinstatement Settlement will be paid. Reinstatement is understood to be the cost of repairing the damaged property or replacing the property if stolen or beyond repair with a new article of the same kind which is of similar but not better quality. For any claim, the decision to repair or replace rests with the Company.

SECTION III – LIABILITIES

A. Public Liabilities including Personal and Family Legal Liability

The Company will, subject to the Limits of Liability, indemnify the Insured or any members of his family permanently residing with him and/or any of his house-maids during working hours against all sums for which the Insured and/or any one mentioned above may be legally liable

- (1) as owner of the Buildings,
- (2) as a private householder occupying the Buildings, or in a personal capacity

in respect of :

- (a) accidental bodily injury (whether fatal or not),
- (b) accidental damage to any physical and tangible property that belongs to any third party.

occurring during the Period of Insurance and within Vietnam.

B. Litigation expenses

Subject to the Limits of Liability, in respect of a claim against the Insured for compensation to which the indemnity expressed in this Section applies, the Company will pay all reasonable costs and expenses of litigation:

- (a) recovered by any claimant from the Insured or any members of his family permanently residing with him and/or any of his house-maids during working hours, and
- (b) incurred with the written consent of the Company.

In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply.

CHAPTER 2 - EXCLUSIONS

1. General exclusions to all Sections

This Policy does not cover for any loss, damage, expense and liability occasioned by or through or in consequence directly or indirectly of:

- (a) riot, civil commotion, strikers or locked-out workers
- (b)
 - (i) any nuclear weapons material
 - (ii) voluntary or involuntary use of missiles and/or any kind of warlike weapons.
 - (iii) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion "combustion" shall include any self-sustaining process of nuclear fission.
- (c) pollution or contamination except (unless otherwise excluded) damage to the Property Insured caused by
 - (i) pollution or contamination which itself results from a Peril hereby insured against.
 - (ii) any Peril hereby insured against which itself result from pollution or contamination.
- (d) Clarification Agreement/Y2K Exclusion

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall exclude damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered
 - (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.
- (e) War and Terrorism exclusion

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (f) Consequential loss or damage of any kind or description except for Alternative accommodation.

2. Exclusions to Section I & II

This Policy does not cover for any loss and damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by its own over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included).

Provided that this exclusion shall only apply to the particular machine, apparatus, or portion of the electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

3. Exclusions to Section III

This Policy does not cover for any liability in respect of:

- (a) bodily injury to any person being a member of the Insured's family or household or any of his house-maids or at the time of sustaining such injury engaged in and upon the service of the Insured;
- (b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or any of his house-maids or of a person in the service of the Insured;
- (c) bodily injury or damage arising out of or incidental to
 - (i) the Insured's profession or business,
 - (ii) the use of lifts, elevators or vehicles of any kind;
- (d) the carrying out of alterations, additions, repairs or decorations to the Insured premises;
- (e) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (f) liability directly or indirectly occasioned by or through or in consequence of pollution or contamination;
- (g) claims made and actions instituted other than the Jurisdiction Vietnam;
- (h) liability arising out of the ownership or the care of any domestic animals and/or any livestock.

CHAPTER 3 - GENERAL CONDITIONS

1. Identification

This Policy and the Schedule and Specification (which form an integral part of this Policy) shall be read together as one contract and words and expressions to which specific-meanings have been attached in any part of this Policy or of the Schedule or Specification shall bear such specific meanings wherever they may appear.

2. Policy voidable

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.

3. Alteration and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any damage, has obtained the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- (a) If the trade manufacture carried is altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the property insured is changed in such a way as to increase the risk of damage by any of the perils insured;
- (b) If any of the buildings insured or containing the property insured become unoccupied and so remain for a period of more than 30 days;
- (c) If the Property Insured is removed to any building or place other than that in which it is herein stated to be insured;
- (d) If the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.

4. Cancellation

This Policy may be terminated at any time at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

This Policy may also be terminated at any time at the request of the Insured, on notice to that effect being given to the Company, in which case the Insured shall be entitled to a return of premium less the premium computed at the Company's Short Period Rates for the period during which the Policy has been in force provided that no claims or accidents giving rise to claims have occurred up to the date of cancellation.

Short Period Rates:

<u>Period</u>	<u>Premium</u>
Up to 1 month	15% on Annual premium
From 1 month to under 3 months	40% on Annual premium
From 3 months to under 6 months	60% on Annual premium
From 6 months to under 9 months	80% on Annual premium
From 9 months to under 12 months	100% on Annual premium

*Note: Return of premium is applicable to 1-year Policy only.

5. Warranties

Every warranty to which the Property Insured or any item thereof is, or may be made subject, shall from the time the warranty attached apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such property or item, provided that whenever this Policy is renewed a claim in respect of damage occurring

during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

6. Reasonable Precautions

The Insured shall maintain the Property Insured in a proper state of repair and shall take all reasonable precautions to prevent damage thereto.

CHAPTER 4 - CLAIMS CONDITIONS

1. Action by the Insured:

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall:

- (a) immediately
 - (i) take steps to minimize the loss or damage and recover any missing property
 - (ii) give notice in writing to the Company and
 - (iii) give notice to the police in the event of deliberate or malicious damage
- (b) within 30 days or such further time as the Company may in writing allow deliver to the Company
 - (i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.
 - (ii) particulars of all other insurance if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss of damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

If a claim arises under section III, the insured shall notify or forward any letter claim writ summons and process to the Company immediately on receipt. The Insured shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission offer promise or payment in connection with any occurrence or claim.

2. Forfeiture:

- (a) All benefit under the Policy shall be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy or if any damage is caused by the willful act or with the connivance of the Insured.
- (b) Benefit under the Policy shall be forfeited in respect of any claim
 - (i) made and reflected if an action or suit be not commenced within twelve months after such rejection, or
 - (ii) where arbitration takes place in pursuance of Claims Condition 6 of this Policy and an action or suit be not commenced within twelve months after the arbitrator or arbitrators or umpire shall have made their award.

3. Rights of the Company following a claim:

On the happening of damage in respect of which a claim is made the Company and any person authorized by the Company may without hereby incurring any liability or diminishing any of the Company's rights under this Policy,

- (a) enter take or keep possession of the premises where such damage has occurred
- (b) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Company whether taken possession of by the Company or not.

Under Section III, the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company may in the case of any occurrence pay to the Insured the maximum sum payable under Section III in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

4. Contribution

If at the time of any damage there be any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged, the liability of the Company thereunder shall be limited to its rateable proportion of such damage.

If any such other insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the destruction or damage, the liability of the Company hereunder shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

5. Subrogation

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company making good any destruction or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

6. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, or whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss of damage if disputed shall be first obtained.

7. Contracting Purchaser's Interest

If at the time of damage the Insured shall have contracted to sell the interest of the Insured in any building hereby insured and the purchased shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against-damage by the purchaser or on behalf of the purchaser) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Insured or the Company until completion.

CHAPTER 5 - DEFINITIONS

Company/us/we/our

BAOVIET Insurance Corporation (BAOVIET)

Deductibles is the amount of each claim payable by you, for any loss or series of losses arising from one source or cause

Under Section I and Section II is VND 2,000,000 any one claim

Under Section III is VND 2,000,000 any one claim in respect of property damage only.

Building

The residential building, house, apartment or flat solely for domestic use being constructed of bricks, stone and concrete, roofed with concrete and situated in Vietnam and named in the Policy Schedule.

Contents

Furniture, household goods, and improvements to fixtures which are your property or the property of any Family Member and are kept in the Home.

Insured/you/your

The person or persons named in the Policy Schedule.

Limit of Liability

The maximum amount payable for each benefit is as per the Limit of Liability Table and/or the Schedule:

- Under Section I: In respect of loss or damage occurring during any one Period of Insurance the Sum Insured on the Buildings.
- Under Section II: In respect of loss or damage occurring during any one Period of Insurance the Limit of Liability on each Item of the Contents and maximum Limit of Liability per any one claim.
- Under Section III: In respect of any one claim or series of claims arising out of one event occurring during any annual Period of Insurance as specified in the Schedule.

Members of the Insured's family

Including but not limited to any spouses, children, parents, parents in law, siblings, cousin of the Insured.

Insured perils

- (1) FIRE, LIGHTNING, THUNDERBOLT
- (2) EXPLOSION
- (3) AIRCRAFT OR OTHER AERIAL DEVICE or any article dropped therefrom
- (4) BURSTING OR OVERFLOWING OF A DOMESTIC WATER TANK, APPARATUS OR PIPE excluding
 - (a) under Section I, loss or damage
 - (i) occurring while the Buildings are left unfurnished,
 - (ii) caused by subsidence or landslide;
 - (b) under Section II, damage caused to such domestic water tank, apparatus or pipe.
- (5) THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING into or out of a Building or any attempt thereat.
- (6) IMPACT WITH THE BUILDINGS by any road vehicle, horse or cattle not belonging to nor under the control of the Insured or any member of his family normally residing with him.
- (7) EARTHQUAKE OR VOLCANIC ERUPTION.
- (8) HURRICANE, CYCLONE, TYPHOON, WINDSTORM, OR HAIL excluding
 - (a) under section I
 - (i) loss or damage caused by subsidence or landslide,

- (ii) loss or damage to any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), awnings, blinds, signs, external television and radio antennae, aerials fittings, masts and towers or other outdoor fixtures and fittings including gates and fences;
 - (b) under Section II, property in transit or on the person.
 - (9) FLOOD (INCLUDING OVERFLOW OF THE SEA) excluding
 - (a) under Section I, loss or damage caused by subsidence or landslip,
 - (b) under Section II, property in transit or on the person.
 - (10) LANDSLIP AND SUBSIDENCE excluding
 - (a) loss or damage occasioned by or through or in consequence directly or indirectly of riverbank or coastal erosion;
 - (b) loss or damage caused by settlement of the buildings;
 - (c) loss of or damage directly occasioned by or through defective design or workmanship or the use of defective material.
- It is agreed and understood that the Company shall not be liable under this peril for an amount in excess of 20% of total sum insured in any one period of insurance.