

ACCIDENT INSURANCE

POLICYWORDING

*(Promulgated with Decision No. 35/QĐ-PTI-BHCN, dated 23/02/2010 signed by
General director of Post-Telecommunication Joint stock insurance company)*

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CHAPTER I -- DEFINITIONS

1. **Professional sport activities** are any sport activities, which brings main and regular earning to the Insured Person.
2. **Hazardous sport activities** are activities on air (except for traveling by air), winter sport, hang gliding, hunting, ice hockey, parachute jump, wrestling, polo, water-skiing, yachting beyond 5 km of a coastline, racing (except for charitable racing, internal race hosted by an organization).
3. **Customary and reasonable charges** are the medically necessary charges that do not exceed the general level of price made by providers of medical services of similar standing within the policy territorial limit where the charges are incurred, when providing like or comparable treatment, services, or supplies for a similar illness.
4. **Actual medical expenses** are customary and reasonable charges indicated by attending doctor, incurred where the Insured Person giving rise to insured medical treatment for accidental bodily injury.
5. **Policy-holder** is party who concludes an insurance policy with The Post-Telecommunication Joint stock insurance company (PTI) and named as Policy-holder in the Policy.
6. **Medical facility** is a legally licensed medical facility, is legally entitled to providing in-patient and out-patient services, is not a resort nor a nursing home nor a home for the aged nor a drug or alcohol rehabilitation center.
7. **Disappearance** the Insured Person shall be presumed death if he or she is missing for twelve (12) consecutive months and there is sufficient evident for conclusion that the death was caused by an accident. However, if any time after payment of compensation for such death, the Insured Person is found alive, then the compensation must be refunded to PTI.
8. **Effective date** is the date when the each period of insurance starts. For continuous renewal policies, the Effective Date is the renewal date. In this policy, effective time is 00:01 AM of Effective date.

In respect of one Insured Person, Effective date is the date on that he or she enroll or re-enroll in the Policy
9. **The Insured Person** is person accepted to be covered by PTI as specified in the List of Insured Persons.
10. **Dependents** include legal spouse, children. Children are from 12 months old to 18 years old or 23 years old (who are in continuous full-time education, not yet married and dependant on the Insured person for support). All dependents must be named in the List of Insured Persons.
11. **Sum insured** is maximum amount PTI can pay to the Insured Person. Sum insured is specified in the Policy.

12. Accident is any sudden event, caused by an external and visible means to the Insured Person's body during the period of insurance. This event causes bodily injury to the Insured person and occurs beyond the Insured person's control and intention, which is the immediate cause of the Insured's death or bodily injury.

13. Partial permanent disablement is disablement listed in Annex 2 - Permanent disablement payment scale table (Partial permanent disablement) attached to the Policy or is disablement solely due to accident which permanently and considerably reduces the Insured person's working capacity as a result of the removal or loss/loss of use/paralysis of a part of the insured person's body.

It is agreed and understood that Partial permanent disablement is only determined after medical treatment for bodily injury, which causes such disablement, come to and end.

14. Temporary disablement is disablement solely due to accident, which entirely prevent the Insured Person from carrying out any and every duty pertaining to his occupation during medical treatment time.

15. Total permanent disablement is disablement listed in Annex 2 - Permanent disablement payment scale table (Total permanent disablement) attached to the Policy or is disablement solely due to accident, which entirely and permanently prevents the Insured Person from engaging in any business for wage and profit for consecutive 104 weeks.

It is agreed and understood that Total permanent disablement is only determined after medical treatment for bodily injury, which causes such disablement, come to and end.

16. Bodily Injury is bodily injury the Insured Person suffers during period of insurance, caused solely by an accident and not caused by sickness, disease or gradual physical or mental wear and tear.

17. Daily allowance during medical treatment time is lump sum PTI shall pay subject to actual number of day off for medical treatment of bodily injury as indicated by Doctor up to the sum insured or the period specified in the Policy.

CHAPTER II – SCOPE OF COVER

This Policy covers death, permanent disablement, salary during medical treatment time, medical expenses as a result of an accident happen 24 hour a day and consequences of such accident within 104 week from the date of such accident.

1. Death, total permanent disablement

If the Insured Person suffers disablement as listed in Annex 2 – Permanent Disablement Payment Scale Table (Scale table), then PTI shall base on that Scale table to pay the Insured Person subject to below conditions:

- a. In respect of ankylosis of fingers (except the thumb and the forefinger) and of toes (except the big toe), only 50% of compensation provided for the severance loss of same in Permanent disablement payment scale table is payable.
- b. In case there are more than one disablement located in one body part, , the total payable percentage shall not exceed the percentage specified for total loss of that body part
- c. If the Insured Person dies solely due to accident (within 104 weeks from the date of such accident) and the Insured Person have been compensated for disablement in Benefits and premium, then PTI shall pay the difference if the compensation payable for the Death is greater than that already paid for such disablement in Benefits and premium
- d. Total payable percentage for one Insured Person shall not be exceeded 100% Sum Insured.
- e. Disablements, which are not listed in Scale table, shall be compensated in proportion to their severity as compared with those listed and without prejudice to the occupation of the Insured Person. In case of disablement percentage definition disagreement, parties agree to submit the case to Medical Examination Board for final decision
- f. The absolute and definitive functional lameness of a limb or of a segment of a limb shall be deemed to the cutting off of that limb or limb segment.
- g. In case the Insured Person is already one-eyed before the accident and suffers total loss of sight caused solely by such accident, then compensation shall be 80% instead of 40% as listed in Scale table.
- h. In case permanent disability has not been defined yet, prior to any compensation paid, such disablement must be lasting for 52 weeks.
- i. In case the bodily injury due to an insured accident deteriorated by an existing disease or disablement or by medical treatment which is not taken timely and/or not following the indication of a Medical Facility, PTI shall pay insurance benefit to the extent that such would be expected for a normal person sustaining the same injury treated properly.
- j. In case accident happens to pregnant Insured person, PTI shall pay insurance benefit to the extent that such would be expected for a person, who is normal and not pregnant, sustaining the same injury. Any possible injury to the foetus and/or the mother, which is generated from pregnant complication caused by accident, is not covered.

2. Salary during medical treatment period

In case the Insured Person sustains temporary disablement as defined, PTI shall pay daily amount of money as specified in the Policy (despite of this disablement determined or not determined to be permanent disablement later). Sum of money, which is payable to this medical treatment time, shall not exceed sub-limit in the Policy.

The amount of money payable for this benefit from commencing date of temporary disablement will be based on the selected Lump Sum of this benefit or on the Insured Person's daily salary subject to his/her monthly salary specified in the Policy.

Daily salary shall be compensated based on the Insured Person's monthly salary as specified in the labor contract or on the latest declaration of the Policyholder (not including overtime fee, bonus or other non-regular earning) which has been confirmed by PTI at the time of accident subject to the following formula:

Monthly salary (as agreed in the Policy)

30 day

3. Medical expenses

Customary and reasonable charges shall be reimbursed up to sub-limit of Medical Expenses for each period of insurance specified in the Policy. Medical Expenses shall be for treatments and/or professional services provided by licensed and fully qualified doctor or nurse in a medical facility.

CHAPTER III – EXCLUSIONS

1. Any expenses in excess of medically necessary, customary and reasonable charges and not prescribed by Doctor.
2. Attempt to injure by the Insured person or the beneficiary.
3. Any intentional breach of the law, regulation, regulation of local authority or of social associations by the Insured Person
4. Consequence of pregnancy, childbirth or illnesses, diseases.
5. The Insured Person participates in professional sport activities or dangerous sport activities or army forces activities.
6. Aviation other than as a fare-paying passenger on a legally recognized airline or charter air service.
7. War, civil war, strike, terrorism.
8. The Insured is under direct influence of stimulants, drug, medication for drug abuse treatment, medication not prescribed by Doctor, alcohol, beer or alcoholic substance and this influence is the cause of accident.
9. The Insured Person drives while having blood alcohol limit in excess of the limit regulated under Law of Transportation.
10. Injuries caused by nuclear fission, nuclear fusion or radioactive contamination.
11. Assault provoked by the Insured Person other than attempt to save human life, property of others or self-defense action.
12. Consequence of eating, drinking or inhalation of toxic gases, compound.
13. Medical Expenses and medical treatment incurred before the Effective date.

14. Medical expenses and treatment for people, who are not eligible to this insurance.

CHAPTER IV-GENERAL CONDITIONS

1. Territorial scope

This Policy is geographically limited within the territories of the Socialist Republic of Vietnam, except otherwise provided. Territorial scope in the Policy is not subject to diplomatic agreement

2. Eligibility

Eligible age for policy's enrolment is from 12 months to 65 years (calendar years). People sustaining mental illness or permanent disablement of 80% upward are not eligible to enroll in the Policy.

In respect of dependents, PTI only accept enrolment on Effective date but not in midterm of the Policy, except for:

- New employee's dependent(s).
- Spouse married within period of insurance.
- Newborn baby, who attain eligible age within period of insurance.

3. Period of insurance

Period of insurance is one year from Effective date, except otherwise agreed by PTI.

4. Examination

PTI shall have the right to appoint medical expert and/or loss adjuster to examine the Insured Person's health status and other relevant information to the Insured Person's claim at any time. In addition, PTI shall have the right to require an Insured Person's autopsy in case of death, provided that this is not forbidden by law or religious beliefs and habits and customs.

5. Insurance benefit

- a. If period of insurance is over one year and is not round number of year, insurance benefit for period in excess of the round number of year shall be provided as follows:
 - Full year benefit if premium rate for that period is calculated on short term basis
 - Proportional insured benefit subject to pro-rata rate between that period against one year, if premium rate is calculated on pro-rata basis.
- b. If period of insurance is one year: insured benefit is provided on full year basis.
- c. If period of insurance is less than one year: insured benefit is provided on full year basis and short term rate shall be applied.

6. Short term period premium

- a. For period not exceeding 1 month = 1/4 of annual premium
- b. For period not exceeding 2 months = 3/8 of annual premium
- c. For period not exceeding 3 months = 1/2 of annual premium
- d. For period not exceeding 4 months = 5/8 of annual premium
- e. For period not exceeding 6 months = 3/4 of annual premium
- f. For period not exceeding 8 months = 7/8 of annual premium
- g. For period exceeding 8 months = Full annual premium

7. Notice of trust or assignment

PTI shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealings with or related to this Policy.

8. Cancellation

- a. Should the Insured or his legal beneficiary be fraudulent in pursuing the terms and conditions of this Policy, that Insured Person's cover shall be voided and the Insured Person shall no longer be entitled to any benefits. The premium for his/her cover shall be forfeited.
- b. Where either party requests to cancel this insurance, such party shall give the other party 30-day written notice in advance. The cancellation shall be in compliance with the Insurance Law and Civil Law and subject to two below terms:
 - In case the cancellation is agreed as per request of the Policy-holder, PTI shall return 80% of the premium of unexpired period, provided always that, by the time of such agreed cancellation, the ratio between claim payments against policy premium is under 40%.
 - In case the cancellation is agreed as per request of PTI, PTI shall return 100% of the premium of unexpired period

9. The Insured Person's and the Policyholder's obligations

- a. To truthfully and completely declare the material facts as require by PTI, to observe the Policy's terms and conditions and to fully pay due premium as stated in the Policy.
- b. To notify PTI at the soonest any circumstance, which may give rise to a claim, to be truthful in declaring and furnishing correct document related to insured event.
- c. If the Insured Person authorizes another person to receive his/her claim payment, letter of legal authorization shall be required.

10. Automatic inclusion, deletion and salary update clause

Any new eligible employee on joining the Policyholder's employment shall be automatically covered with sum insured not exceeding sum insured as specified in the Policy and/or latest effective Endorsements. The Policy also automatically deletes any resigned employees from the List of Insured Persons, provided that the Policyholder shall declare actual employees' movement to PTI at the end of every month during the period of Insurance. Premium adjustment will be calculated on

pro-rata basis for the period from the date of employee's addition/deletion to the expiry date of the Policy.

This clause shall not be applied to any new employees whose sum insured of death and permanent disablement is higher than US\$100,000, to foreigners and their dependent. Insurance for such employees is only provided upon request of the Policyholder and accepted by PTI.

It is agreed and understood that the eligible insured employees must own labor contract with the Policyholder subject to the Vietnam Labor Code.

It is further agreed and understood that automatic salary update clause shall be subject to labor contract between the Policyholder and the employee, provided that the policyholder must update PTI with total monthly payroll alteration or monthly payroll sheet. Premium will be adjusted subject to salary alteration.

11. Policy currency clause

Subject to this clause, it is agreed and understood that the policy premium and claim payment can be settled in a currency other than the Policy's currency and Vietcombank selling exchange rate shall be applied at the time of premium payment or claim payment

In case of premium adjustment, exchange rate shall be followed same above principle.

In case payment of premium or claim is made in Vietnam Dong, an exchange rate applicable shall be Vietcombank selling exchange rate at the time of payment

12. Premium Warranty clause

- a. Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid or actually transferred to the Company, the registered broker or registered agent through whom this Policy was effected:
 - i. where the period of insurance is more than **30 (thirty)** days, within **30 (thirty)** days from the:
 - Inception date of the cover under the Policy, Renewal Certificate or Cover Note; or
 - Effective date of the cover stated on each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note; or
 - Issuance date of the Policy or the Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note if this issuance date is after **30 (thirty)** days from the inception date or effective date; or
 - ii. where the Company has allowed payment of that premium by installments, within **30 (thirty)** days from the:

- Inception date of the cover under the Policy, Renewal Certificate or Cover Note for the first installment and thereafter from the agreed dates on which the subsequent installments become payable; or
 - Effective date of the cover of any Endorsement issued under such Policy, for the first installment and thereafter from the agreed dates on which the subsequent installments become payable; or
 - Issuance date of the Policy or the Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note if this ISSUANCE date is after **30 (thirty)** days from the inception date or effective date for the first installment and thereafter from the agreed dates on which the subsequent installments become payable; or
- iii. where the period of insurance is less than **30 (thirty)** days or less, the premium must be paid upon presentation of the Debit Note(s) but no later than 15 days from the Effective date of the Policy or the Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- b. In the event any of the abovementioned premium is not paid or actually transferred to the Company, registered broker or registered agent as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of US\$25.
- c. It is further agreed and understood that in the event any of the abovementioned premium has been paid or actually transferred to the Company, registered broker or registered agent after the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have validated and the Company shall be responsible for all liability therefrom but without prejudice to any liability incurred before that late payment date.

13. The Beneficiary in case of death

PTI shall pay death compensation to the beneficiary as indicated by the Insured Person or to legal beneficiary as regulated by inheritance law in case the Insured Person did not indicate the beneficiary or the beneficiary die or disappear for certain period.

CHAPTER V: CLAIM

1. Claim procedure

To claim PTI, the Insured Person or his legal beneficiary or his representative must submit the following original documents to PTI within 180 days from the date of discharging hospital or finishing treatment or death. Beyond this period, the claim

payment of the Insured Person or his legal beneficiary shall be declined partially or totally, unless a force majeure.

- a. Completed PTI's claim form signed and stamped by the Policy-holder (except for otherwise provided).
- b. Certificate of Disability (where the Insured Person sustains permanent disablement), Certificate of Death (where the Insured Person dies).
- c. Document proving legal inheritance (where the Insured dies and there is no indicated beneficiary).
- d. Leave Indication of attending Doctor (where the Insured Person must be off work for medical treatment).
- e. Medical records (in respect of bill, invoice, PTI accepts original documents only):
 - Hospital discharge note, certificate of operation (in case of operation).
 - Doctor's indication or result of tests, X-ray, CT scan and its results.
 - Prescription, pharmaceutical invoice, hospital charge bill, receipt (form as requested by the Ministry of Finance).
- f. Accident report (if any).
- g. Appropriate driving license (where the Insured Person sustains accident while driving motor vehicle, which is higher than 50cc).
- h. Staff In/out checking sheet, labor contract / agreement, payroll sheet confirmed by the Policyholder or copy of employee's bank account transaction. In respect of probational employee, appropriate Letter of Job Offer shall be required.
- i. Other relevant documents if required.

2. Claim settlement

PTI shall notify the claim assessment result and settle the claim payment to the Insured Person or his legal beneficiary or his legal representative within 15 working days from the date of receipt of the sufficient claim document.

3. Period for appeal

The period for the Insured Person or his legal beneficiary to appeal against any claim payment is three (3) years as from the date the Insured Person or his legal beneficiary receive PTI's payment notification. Beyond this period, all appeals are invalid.

The parties herein agree that any dispute between the parties with regard to the Policy shall be submitted to the Court of Socialist Republic of Vietnam and be governed by the Law of Socialist Republic of Vietnam.

4. General claim information on claim

All documents and materials, (including but not limited to original invoice, certificates and x-ray results) that are required by PTI to support a claim, including medical report of Insured Person's current health status or history of his/her health status shall be provided free of charge to PTI, if it requested, before any claim payment being made.

In case medical information is insufficient, or claim documents needed to be clarified, it shall be the Insured's responsibility to furnish such information and PTI is free from expense to obtain such information.

5. Coinsurance / Dual insurance

Co-insurance, dual insurance are applicable for medical expenses but not for death or permanent disablement caused by illness or accident.

If the Insured Person is covered under other insurance scheme (except for Social insurance) at the time an insured even incurs, then medical expenses for treatment of the same medical condition shall not be reimbursed simultaneously by all the insurers.

CHAPTER VI: EXTENTIONS

1. Extensions without premium loading

a. Special agreement on cash advance

Subject to the necessity of Hospitalization, for particular cases:

- PTI agrees to make cash advance up to VND 10,000,000 based on estimated claim amount provided that estimated claim amount based on the initial diagnosis of hospital equals or higher than VND 5,000,000.
- If PTI fails to make the cash advance within 24 hours after the accident, the Policyholder can, upon receipt of PTI's writing confirmation, provide to related insured employee with a reasonable cash advance.
- The Policyholder shall quickly afterwards notify PTI of the cash advance, furnish PTI with medical document, cash advance proposal which was confirmed by PTI. PTI shall refund the Policyholder such amount of money within 15 days.

b. Occupational diseases

It is agreed and understood that this Policy extends to cover medical expenses to medically treatment occupational diseases as regulated by the Labor Code of Vietnam and the List of Occupational Diseases stated in Circular No. 08/TT-LB dated 19 May, 1976 and No. 29/TT-LB dated 25 December, 1991 issued by the Ministry of Health and the Ministry of Labor, War Invalid and Social Welfare and Decision No. 27/2006/QĐ-BYT dated 21 May, 2006 issued by the Ministry of Health.

List of Occupational Diseases

- Plumbism and plumbis compound poisoning disease;
- Benzene and analogue poisoning disease;
- Mercury and mercury compound poisoning disease;
- Silicosis;
- Asbestosis;
- Mangan and mangan compound poisoning disease;
- X-ray and radioactive contamination;

- Occupational deafness due to noises;
- Ulcer of skin, ulcer of nasal partition, dermatitis, contacting eczema;
- Melanodermatitis;
- Vibration occupational diseases;
- Pneumoconiosis due to inhalation of cotton;
- Occupational tuberculosis;
- Occupational viral hepatitis;
- Occupational leptospirosis;
- Trinitrotoluene poisoning disease;
- Occupational Arsenic and arsenic compound poisoning disease;
- Occupational nicotine poisoning disease;
- Occupational pesticide poisoning;
- Occupational decompression disease;
- Chronic occupational bronchitis;
- Occupational asthma;
- Occupational carbonmonoxide poisoning disease;
- Occupational oil spot disease;
- Occupational dermatitis, nail and around nail inflammation disease.

2. Extensions with premium loading

a. Worldwide Territorial Scope

- i. This clause is applied subject to 10% premium loading provided that it should be specified in the Policy Schedule.
- ii. With this clause, PTI agrees to extend the territorial scope of the Policy to worldwide.

b. Poisoning cover

- i. This clause is applied subject to 5% premium loading, provided that it should be specified in the Policy Schedule.
- ii. With this clause, PTI agrees to extend the Policy to cover poisoning event (including but not limit to food, drink poisoning, or toxic gas, substance inhalation).
- iii. PTI's maximum overall compensation limit under this clause (accumulation loss) is not excess US\$100.000 / occurrence.

**POST - TELECOMMUNICATION
JOINT STOCK INSURANCE COMPANY**

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