

INSURANCE WORDING

ACCIDENT INSURANCE OF DRIVER AND PASSENGERS

(Issued together with the Decision No.9998/QĐ-BHBV dated November 29th, 2018 of Baoviet Insurance Corporation)

IMPORTANT NOTE

- 1. Customers read carefully the conditions and terms of the wording before insured;**
- 2. In the event of accident, the Automobile Owner (or driver) shall immediately inform to Baoviet for support and guidance**

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On the proposal of the Automobile Owner and his payment of specified premium, Baoviet Insurance Corporation (briefly as Baoviet) provides the Accident of Driver & Passengers cover to all the Articles of this Wording.

SECTION 1- GENERAL PROVISION

Article 1. Interpretation

1.1 "Baoviet": Bao Viet Insurance Corporation and Bao Viet Insurance Branches

1.2 "The Automobile Owner": refers to every entity that legally possesses or permitted to possess, use or drive motor vehicles by motor vehicle owners, or has purchase contract but has not yet to make property registration procedures as prescribed.

1.3. "Automobile": is a type of road transport vehicle powered by its own engine and has four or more wheels, including vehicles already specified in the road traffic TCVN - type - definition and terminology current, specifically:

a. Goods Carrying Vehicles:

- Lorry truck: is a vehicle for carrying goods or special-use equipments with a volume of transport to be determined according to certificate for automobile's technical safety and environment verification of 1,500 kg or more. Or a vehicle for carrying goods with a permitted carriage volume of less than 1,500 kg.

- "Trailers or semi-trailers": means of construction so that the entire volume of trailers and semi-trailers is not placed on tractor.

- "Tractor": is a vehicle for carrying goods where its trunk is a trailer or semi-trailer designed to be connected to a tractor and to be towed, transmitting a significant portion of the weight to a tractor-trailer vehicle (tractor are vehicles designed to pull trailer and semi-trailer)

b. Passengers Carrying Vehicles:

- "Private Car": is a vehicle for carrying passenges with a volume of transport to be determined according to certificate for automobile's technical safety and environment verification not over 09 passengers including driver.

- "Passengers Car": is a vehicle for carrying passenges with a volume of transport to be determined according to certificate for automobile's technical safety and environment verification over 09 passengers.

- "Bus": is a Passengers Car where sitting slots is less than standing slots or Passenger Car is prescribed to use public passenger transport

c. Pickup Truck:

- "Pick-up truck": is a vehicle with a cargo container structure attached to the vehicle chassis, with a volume of transport to be determined according to certificate for automobile's technical safety and environment verification is less than 1,500 kg and has 5 seats or less.

- "Van-truck": enclosed tank with seamless cargo compartment with seating compartment with loadind/unloading door arrangement. Or vehicles that carry both passengers and other goods as prescribed.

d. Others vehicles:

- "Specialized vehicles": Vehicles with a structure and equipped to perform a special purpose functions, including: road sweepers, septic tank trucks, concrete mixer lorry, concrete pump lorry, cranes automobile, bucket trucks, drilling vehicles, rescue vehicles; another

specialized vehicles as: television-mobile trucks, bridge inspection trucks, underground-cable inspection trucks, mobile X-ray trucks, mobile surgery trucks, ambulance, bank trucks, funeral car...

- “Heavy-Duty vehicles”: construction vehicle, vehicle for agricultural or forestry uses and other types of military vehicles for the use of national security and defense that joining traffic.

- “Vehicles for Driving Practice”: is a Vehicle with a structure and equipment to perform driving practice. It is necessary to have a driving instructor and a brake system to arrange on the seats of the driving teachers when doing training.

1.4 “Circular 22”: Circular No. 22/2016/TT-BTC date February 16th, 2016 of the Ministry of Finance, stipulating regulations and rules on premium table, compulsory insurance for motor vehicle owners’ civil liability

Article 2. Insurance contract

Automobile Insurance contract shall include:

2.1 Automobile Insurance Wording: comprises provisions regarding to rights and responsibilities of Automobile Owner and Baoviet, and is given by Baoviet upon request of the Automobile Owner. This Insurance wording is posted on BaoViet Website.

2.2 Proposal Form (available in printed form): for Automobile Owner to request for insurance and insurance contract establishment. This is an integral part of insurance contract. When entering into insurance, the Automobile Owner shall have to fill all the information required in the Proposal Form. In case The Automobile Owner or Applicant have not signed on the Proposal Form but have paid the Insurance premium it means Automobile Owner or Applicant agreed with the information written on The Contract / The Certificate of Insurance / Insurance Policy issued by BaoViet.

2.3 The Certificate of Insurance / Insurance Policy: shall be issued by Baoviet upon request of Automobile Owner. It shall be considered as proof of insurance contract and regulated by this Wording.

2.4 Contract’s endorsements: are parts of insurance contract; accepted to add to the contract by Baoviet upon request of Automobile Owner.

2.5 Other written agreements between Automobile Owner and Baoviet (If any).

Article 3. Insurance validity and Premium

3.1 The commencement and termination are written on the Insurance Contract / Certificate of insurance/ Insurance Policy.

3.2 The Insurable interest shall remain in force during the period of insurance notwithstanding the possession of automobile has been transferred. Where the benefits under the contract of insurance have not been transferred to the new owner, Baoviet shall return premium to the former, following the Article 5 hereinafter.

3.2 The Automobile Owner (or applicant) shall pay specified insurance premium in advance to receive an Insurance Certificate issued by Baoviet unless there is another written agreement.

- 3.3 If The Automobile Owner fails to pay premium timely as regulated periods and without any notification to Baoviet or any other agreements redefining payment period, the insurance contract's effect shall automatically terminated until the premium is paid
- 3.4 Debt extension agreement between Baoviet & The Automobile Owner comply with the provisions of state documents related to the payment of insurance premiums

Article 4. Amendments for Insurance Contract

- 4.1 During the period of insurance, any changes in the purposes of vehicle utilization, causing the increase or reduction in risks that the owners should have been insured, The Automobile Owner has to inform timely to the insurer to be applied with the suitable premium for the residual duration of the insurance contract
- 4.2 During the period of insurance, The Automobile Owner can request Baoviet to amend the Insurance Contract. Base on the request, the amendment shall be issued in written if Baoviet accept the request.
- 4.3 The Automobile Owner shall pay or/ be refunded a part of Insurance premiums (depending on the degree of risk, the coverage of each amendment) at the ratio between the duration of amendments to the term of the insurance contract.

Article 5. Termination prior to the duration

- 5.1 The Automobile Owner may terminate the insurance contract by giving 15 days' written notice to Baoviet. Where the termination is agreed by the parties, within 5 (five) working days Baoviet shall return a proportionate part of 70% of premium corresponding to the unexpired period of insurance, unless any insurable event occurs during the validity of the insurance contract.
- 5.2 If it is due to requirement from Baoviet to cancel the insurance contract before the duration, it must sent the written notice to the Automobile Owner before 15 days and return a premium corresponding to the unexpired period of insurance.

The Insurance Contract terminated at the time Baoviet received The the termination notice.

SECTION 2- SCOPE OF COVERAGE

Article 6: Subject – insured scale

The driver

Passengers on an automobile.

Article 7. Scope of coverage

Bodily injury to the driver and passengers on an automobile. These persons are injured on an automobile or getting on/ off the automobile during joining traffic.

Article 8: Insurable interest

8.1 If there is a death of the insured person, the whole reimbursed sum shall be specified in the Certificate of Insurance.

8.2 In case of bodily injury of the insured person

- a) The insured sum of not exceeding VND 200 million: shall be paid in accordance with the Insurance Payment Proportion Table promulgated together with Annex No.6 issued together with Circular 22
- b) The insured sum of over VND 200 million:
 - Temporary disability: shall be paid under the reasonable actual medical expenditures and added expenditures (not exceeds 0.1% of the sum insured per day) for the injured person within the treatment period, but not to exceed proportion stipulated in the Insurance Payment Proportion Table promulgated together with Annex No.6 issued together with Circular 22
 - Permanent disability: shall be paid in accordance with proportion stipulated in the above –mentioned Table.

8.3 At the time of accident, the number of persons on the automobile (excluded less-than-7-year-old children) higher than number of the insured specified in the certificate of insurance, the amount of compensation shall be reduced to such proportion as the number of the insured to the actual number of persons on the automobile.

SECTION 3 - INSURANCE EXCLUSIONS

Article 9. Exclusions:

- 9.1 Acts by the insured person deliberately causing damage;
- 9.2 Insured person drive the automobile having no proper driving license (or legal document to prove driver’s capability to control special vehicles).
- 9.3 Accidents occur outside the territory of the Socialist Republic of Vietnam.

SECTION 4 - SUPPLEMENTARY

1. Insurance for accident occurring outside the territory of the Socialist Republic of Vietnam (PLNLT)

In consideration of proposal and the payment of addition premium by the Insured, this endorsement modifies insurance provided under the following:

Expanded coverage: Baoviet will be indemnity for the accident occurring outside the territory of Vietnam and in China, Laos, Cambodia and Thailand.

Other terms and conditions of this Automobile Insurance Wording remain unchanged.

2. Other supplementary conditions

Apart from the above supplementary conditions, automobile owner and Baoviet may reach to other written supplementary conditions (for example: legal racing, driving practice, specialized equipment...) for other insurance requests of each party, upon the acceptance of Baoviet follow as: enlarge coverage ~ increase premium; narrow coverage ~ decrease premium

SECTION 5- ACCIDENT NOTICE & CLAIM FOR COMPENSATION

Article 10. Accident notice and Claim for compensation

10.1 Notice of Accident:

- a) Notice of accident: In the event of accident, the Automobile Owner (or driver) shall take all necessary measures to assist the victim, to avert and minimize the damage and shall at the same time immediately notify to the Police, the nearest office of Baoviet in order to jointly handle the consequences of accident. Within 5 (five) days after the date on which the accident occurred, the Automobile Owner shall reconfirm by sending a written notice (following the printed form) to Baoviet.(except for force majeure)
- b) Where the accident caused by other party's liability, the Automobile Owner shall specify & supply information for Baoviet to contact & define the accident

10.2 Inspection of damage:

- a) All damages to properties such as automobile, goods etc. shall be directly inspected by Baoviet in the presence of the Owner, other related parties or the Owner's legal representative to ascertain the cause and the extent of damage. Baoviet is responsible for inspection cost
- b) Where it is unable to carry out the damage assessment, Baoviet is permitted to determine the degree of damage and causes of occurrence based on records, conclusions of competent authorities and other relevant documents.
- c) In respect of damages which are not subject to inspection or traffic police's report, the Owner shall have the duty to furnish information in details concerning the cause and development of the accident, the extent of damage together with full set of documents to Baoviet for settling the claim.

Article 11: Compensation deduction

- 11.1 Baoviet shall deduct the compensation liability by percentage of claim amount basing to the percentage of overloading (at the time of occur) in The certificate for technical safety and environment verification of the automobile (excluding children under 07 (seven) years old);

In case more than one compensation deductions are applied, Baoviet will apply the deduction that has the highest rate of decline.

Article 12: The claim files

The Owner, Claimant co-operates with Baoviet to collect and submit the following documents:

12.1 Accident notice and Claim for compensation (the form ready made by Baoviet)

12.2 Copied versions of: the Certificate of Insurance, Certificate of automobile registration, Certificate of technical safety and environment verification of motor vehicles on the road traffic, Driving license (or legal document to prove driver's capability to control special vehicles);

12.3 Copy of documents defining accident causes and results:

- a) Copy of a set of accident file includes: Minutes of inspection at the scene of accident (attached the drawing of the accident site), Minutes of inspection of the automobile related to accident, Minutes of accident settlement; Police's accident final report;
- b) Judgement or decision of the Court (if any);
- c) Documents pertaining to third party liability

12.4 Documents defining Personal loss: health documents defining the injury extent of a victim such as: Hospital check-in and check-out papers, treatment report, certificate of injury extent, certificate of death (in case of death)...

Article 13: The duration for claim, compensation and dispute settlement

13.1 The time limit for claim shall be 01 (one) year since the accident occurred.

13.2 Baoviet shall be liable to consider and settle the claim within 15 (fifteen) days after receiving full reasonable documents and not beyond 30 (thirty) days if the inspection of documents is needed.

13.3 The period of legal proceedings for the Insured shall be within 3 (three) years after the date of receiving payment or refuse to compensate from Baoviet. All claims shall be invalid after such period.

13.4 Any disputes arising out of the insurance contract shall be referred to a court in Viet Nam for settlement if Baoviet and the Automobile Owner failed to resolve that dispute by amicable negotiation.

ANNEX: PREMIUM TARIFF

ACCIDENT INSURANCE OF DRIVER AND PASSENGERS

(Issued together with the Decision No.6556/QĐ-BHBV date December 28th, 2017 of Baoviet Insurance Corporation)

SECTION 1: SUM INSURED & PREMIUM

No.	Sum insured/person/occ	Annual Premium Rate
<i>1</i>	<i>Sum Insured in Vietnam Dong (Vnd)</i> From vnd 5,000,000 to vnd 200,000,000	0.10%

2	<i>Sum Insured in US Dollar (\$)</i>	
-	From 5,000 \$ to 10,000 \$	0.10%
-	From 10,000 \$ to 30,000 \$	0.15%
-	From 30,000 \$ to 50,000 \$	0.30%

Formula for calculating: Premium Payable = Sum Insured x Premium Rate

Note: Personal accident insurance by number of seats on automobile is not subjected to VAT

SECTION 2: OTHER PROVISION

I. Insurance for accident occurring outside the territory of the Socialist Republic of Vietnam

Premium: 50% higher

II. Long/Short term Premium:

1. The formula for calculating the premium:

$$\text{Short/Long term Premium} = \frac{\text{Annual Premium} \times \text{Insurance days} \times (100\% \pm \% \text{ increase/decrease})}{365 \text{ days}}$$

2. *The percentage increase in the premium under 1 year term* (not short-term incentive insurance):

Insurance period	% Increase
- Upto 01 month (30 ngày)	100%
- Over 01 month to under 03 months	50%
- From 03 month to 09 months	20%

3. *The percentage reduction in the premium over 1 year term* (short-term incentive insurance):

Insurance period	% Decrease
- Over 18 months to 21 months	10%
- Over 21 months to 24 months	15%
- Over 24 months	20%

4. Reduction depends on customers

4.1. Reduction depends on the number of cars: Based on the customer or insurance contract, rate of premium reduction are as follows

- From 5 to 15 cars: maximum of 10%
- From 16 to 30 cars: maximum of 15%
- From 31 to 50 cars: maximum of 20%
- More than 51 cars: maximum of 25%

4.2. Reduction for renewal: Based on the number of insurance years before the time of renewal, if the car insured has no loss, rate of premium reduction are as follows:

- One year immediately preceding the time of renewal has no loss: 10%
- Two year years immediately preceding the time of renewal have no loss: 20%
- Over three years preceding the time of renewal have no loss: 25%

* Note:

- *Other duration not mentioned in the table applied rate is zero*
- *Minimum Duration: 30 days.*
- *The premium for self-propelled vehicles which moves on the route identified (moved from warehouse to warehouse, from the factory to the exhibit space, delivered the car to the address buyer...) = (annual premium/365) x Insurance duration (days). The premium in this case is not less than 2% annual premium. Insurance duration which are 30 days or more, applied premium short-term insurance at section 2, part II.*
- *Combination of provisions, the reduction must not exceed 35% on each insurance contract.*