

GOLFER'S INDEMNITY INSURANCE

(Promulgated together with Decision No.41/UIC/BOD-2010 dated 08th Jul 2010 of BOD of United Insurance Company of Vietnam)

WHEREAS the Insured named in the Schedule hereto has applied to United Insurance Company of Vietnam (hereinafter called "the Company") a proposal and declaration which is declared to be the basis of this contract and held as incorporated herein.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium mentioned in the said Schedule

The Company hereby agrees (subject to the Term Limitations Exclusions and Conditions contained herein or endorsed or otherwise expressed hereon) that if during the Period of Insurance stated in the said Schedule or during any further period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy the Insured shall incur liability or shall sustain loss or damage or bodily injury in the circumstances provided for by this Policy and defined herein the Company will compensate the Insured in the manner hereinafter described.

SECTION I - LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of

1. Accidental bodily injury or death to any person
2. Accidental damage to property caused by the Insured's negligence whilst playing or practising on any Golf Course or Driving Range.

Provided always that the liability of the Company for compensation payable in respect of any one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity any one accident.

The Company will in addition be responsible for all costs and expenses

1. recovered by any claimant against the Insured
2. incurred by the Insured with our written consent.

EXCLUSIONS TO SECTION I

(1) death or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such death or injury engaged in and upon the Insured's service (a person casually engaged by the Insured solely for his/her services as a caddie excepted)

(2) damage to property belonging to or in the Insured's charge or control or any member of the Insured's family or household or in the charge of or under the control of any person in the Insured's service but this exclusion shall not apply to the buggy rented by Insured and whilst used in the Golf Course

(3) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.

JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to:-

1. Compensation for damage in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Vietnam.
2. Costs and expenses of litigation recovered from the Insured by any claimant or claimants which are not incurred in and recoverable Vietnam.

SECTION II -- GOLFING EQUIPMENT

The Company will indemnify the Insured against any accidental physical loss or damage to Insured's golfing equipment (golf clubs, golf bags and golf trolleys) within the Territorial Limits as stated in the Schedule of the Policy.

The Company may at its own option repair reinstate or replace such loss or damage or pay in cash the amount of the loss or damage.

EXCLUSIONS TO SECTION II

The Company shall not be liable for loss or damage

- (1) caused by or resulting from wear and tear or depreciation
- (2) personal effects (indemnify under Section III)
- (3) loss or theft of property, left unattended in a public place (other than at any Golf Course or Driving Range) or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property

except when such property is in the service of third party primarily for the purpose of safekeeping storage and deposit

(4) loss by Theft not consequence upon actual forcible and violent entry into or exit from a securely locked vehicle.

SECTION III - PERSONAL EFFECTS

The Company will indemnify the Insured up to an amount not exceeding that specified in the Schedule as the Sum Insured against loss or damage by Fire or Theft or attempted theft of Personal Effects whilst in or about any Golf Club House or Caddie Master's Hut or Professional's Shop at any Golf Course or Driving Range.

The Company may at its own option repair reinstate or replace such loss or damage or pay in cash the amount of the loss or damage.

EXCLUSIONS TO SECTION III

The Company shall not be liable for loss or damage

- (1) of cash, cash cards, credit cards, banknotes, securities, bonds, stamps or documents of any kind
- (2) of watches, jewelleries, accessories of any kinds spectacles, contact lenses, dentures
- (3) of camera, tape recorder, portable telephones or any electronic equipment and the like
- (4) caused by or resulting from wear and tear, denting or scratching, moth or vermin, depreciation
- (5) for the first USD 30.00 of each and every claim each Insured Person.

SECTION IV - PERSONAL ACCIDENT

If the Insured shall sustain bodily injury caused by violent, accidental, external and visible means whilst on any Golf Course or Driving Range the Company will pay to the Insured or to his legal personal representatives the compensation herein specified provided such injury shall solely and independently of any other cause result in:

Percentage payable of

ITEM Capital Sum Insured

(1)	DEATH - occurring within 180 days of bodily injury as aforesaid	100%
(2)	PERMANENT DISABLEMENT:	
(a)	Loss of two limbs	100%
(b)	Loss of both hands, or of all fingers and both thumbs	100%
(c)	Total loss of sight of both eyes	100%
(d)	Total paralysis	100%
(e)	Injuries resulting in being permanently bedridden	100%
(f)	Any other injury causing permanent total disablement	100%
(g)	Loss of arm at shoulder	100%
(h)	Loss of arm between shoulder and elbow	100%
(i)	Loss of leg - at hip.....	100%
	between knee and hip	100%
	below knee	50%

(j)	Loss of arm at elbow	50%
(k)	Loss of arm between elbow and wrist	50%
(1)	Loss of hand at wrist	50%
(m)	Loss of four fingers and thumb of one hand	50%
(n)	Loss of four fingers	35%
(o)	Loss of thumb	
	-both phalanges	25%
	one phalanx	10%
(p)	Loss of index finger	
	-three phalanges	10%
	two phalanges.....	8%
	one phalanx	4%
(q)	Loss of middle finger	
	-three phalanges	6%
	two phalanges	4%
	one phalanx	2%
(r)	Loss of ring finger-three phalanges	5%
	two phalanges4%
	one phalanx2%
(s)	Loss of little finger	
	-three phalanges	4%
	two phalanges	3%
	one phalanx	2%
(t)	Loss of metacarpals	
	-first or second (additional)3%
	third, fourth or fifth (additional)	2%
(u)	Loss of toes	
	-all.....	15%
	great, both phalanges	5%
	great, one phalanx	2%
	other than great, if more than one toe lost, each	1 %
(v)	Eye: Loss of	
	- Whole eye	30%
	Sight of	30%
	sight of, except perception of light	30%
	lens of	20%
(w)	Loss of hearing	
	-both ears50%
	one ear	7%
(x)	Loss of speech	50%
(3)	Daily Cash Allowance	USD 30.00

per day for a period not exceeding 180 days from the happening of the event

DEFINITIONS

1. "Injury" means bodily injury resulting solely and directly from accident caused by violent external and visible means which shall directly and independently of any other cause result in death, loss or disablement as described hereunder.
2. "Death" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause the death of the Insured.
3. "Permanent Total Disablement" means bodily injury which shall solely and directly totally disable and prevent the Insured from permanently attending to either the profession or occupation in which he was engaged immediately preceding the occurrence of the injury or any profession or occupation which he is suited by training, qualification or experience and which lasts 180 days and at the expiry of that period being beyond hope of improvement as certified by a qualified and registered medical practitioner.
4. "Loss of Limb" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the loss by physical severance at or above the wrist or ankle, or permanent loss of use, of one or both hands or feet.
5. "Loss of Fingers or Toes" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the loss by physical severance or permanent loss of use of one or more phalanges of a thumb, finger, metacarpal, metatarsal or toe.
6. "Loss of Sight" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the total and irrecoverable loss of all sight to one or both eyes.
7. "Daily Cash Allowance" means the daily cash allowance payable to the Insured upon injury sustained due to an accident for medical treatment for a period not exceeding 180 days. Provided always that such treatment(s) is/are substantiated with medical bills/receipts or any other documentary evidence certified by a registered medical practitioner qualified and licensed to practice western medicine.

LIMITS OF LIABILITY

The Insured shall not be entitled to compensation under more than one item in respect of the same injury.

The total sum payable under this Section in respect of the consequences of any one or more accidents shall not exceed in all in any one Period of Insurance the largest sum insured under any one of the items contained in the Table or added to this Policy by the Endorsement.

EXCLUSIONS TO SECTION IV

The Company shall not be liable to pay any compensation or benefit under this Policy in respect of death or bodily injury or disablement consequent upon or resulting from:-

1. intentional self injury, wilful exposure to needless peril or the Insured committing or attempting to commit suicide;
2. the Insured being under the influence of intoxicants including alcohol or drugs unless taken in accordance with the prescription of a registered medical practitioner.
3. the Insured being in a state of insanity
4. childbirth or pregnancy of the Insured;
5. illness or disease (not resulting from accidental bodily injury);
6. any naturally occurring condition or degenerative process;
7. any gradually operating cause;

8. or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness include AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.

SECTION V - HOLE-IN-ONE & ALBATROSS

If the Insured shall make Hole in One stroke or Albatross stroke while the Insured plays more than nine Holes accompanied by more than two players & one caddy in any Golf Course which has more than 35 Par, the Company shall pay the full amount of the Sum Insured stated in the Schedule to the Insured. In the event of claim under this Section, it is mutually agreed to reinstate the Sum Insured to an amount stated in the Schedule from the time of Hole in One stroke or Albatross stroke up to the expiry of the insurance.

EXCLUSIONS TO ALL SECTIONS

The Company shall not be liable by virtue of this Policy in respect of

1. professional golf players
2. the wilful act or wilful negligence of the Insured or any other person with the connivance of the Insured
3. injury, loss or damage arising outside the Territorial Limits specified in the Schedule
4. injury loss or damage arising directly or indirectly of war invasion act of foreign enemy hostilities (whetherwar be declared or not) civil war rebellion revolution,terrorism insurrection or military naval or usurped power
5.
 - a. any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations 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
6. The indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. DUE OBSERVANCE

The due observance and fulfilment of the terms provisos conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. OBLIGATION OF THE INSURED

The Insured shall undertake all necessary and reasonable proper precautions for the safety of the general public and shall comply with all statutory requirements and with all bye-laws and regulations imposed by any public authority.

3. FORFEITURE

If a claim be made by or on behalf of the Insured which shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits hereunder shall be forfeited.

4. WRITTEN CONSENT

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written authority of the Company which shall be entitled if it so desires to take over and conduct in the name of the

Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

5. CONTRIBUTION

If at the time any claim is made under the Policy there is any other existing insurance effected by the Insured or by any other person on his behalf covering the same losses or damages this Company shall not be liable (except under Section IV & V) to pay or to contribute more than its ratable proportion of such losses damages compensation costs or expense.

6. CANCELLATION

This Policy may be cancelled at any time by seven (7) days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro-rata portion of the premium for the unexpired part of the Period of Insurance. The Policy may be cancelled at any time by the Insured by giving seven (7) days' notice to the Company and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force.

7. ARBITRATION

All differences arising out of this Policy 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 Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

CLAIMS PROCEDURE

APPLICABLE TO ALL SECTIONS

in the event of any happening which may give rise to a claim under this Policy, the Insured shall

- (1) give the Company written notice immediately
- (2) at the Insured's expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section II and III not later than thirty (30) days after the occurrence of the loss or damage
- (3) notify or forward every letter claim writ summons or process to the Company immediately on receipt
- (4) notice shall also be given in writing to the Company immediately the Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.
- (5) in case of theft or loss give immediate notice to the police and take all practicable steps to cause the discovery and punishment of any guilty person and to trace and recover the property.

APPLICABLE TO SECTION IV

In the event of a claim arising under Section IV of this Policy the Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured from time to time or in the case of death upon reasonable notice to the Insured's personal representatives to have a post mortem examination of the body.

APPLICABLE TO SECTION V

On the happening of a Hole-in-One or Albatross claim under Section V of this Policy the Insured shall:

- (1) give immediate notification to the Company. In no case shall the Company be liable for any loss or damage not notified to the Company within fourteen (14) days after the event
- (1) submit a properly authenticated certificate issued by the appropriate golf club
- (2) within six (6) months from the Achievement Date submit in writing full particulars of any claim and give the Company all such proofs and information with respect to the claim as may be reasonably required.

DUTY OF DISCLOSURE

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

ADDITIONAL CLAUSES

1. CONDITION PRECEDENT

1. The validity of this Policy is subject to the condition precedent that:

(a) for the risk insured, the Named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or

(b) if the Named Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:

(i) the Named Insured has fully paid all outstanding premium for time on risk calculated by the previous Insurer based on the customary short period rate in respect of the previous policy; and

(ii) a copy of the written confirmation from the previous Insurer to this effect is first provided by the Named Insured to the Company before cover incepts.

2. DUTY OF DISCLOSE

As per mentioned in the wording above.

3. ELECTRONIC DATE EXCLUSION CLAUSE

The Company will not pay for any loss or damage or legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit or similar device or firmware or any computer software or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-

(a) correctly recognise any date as its true calendar date

(b) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

4. CURRENCY CLAUSE

It is noted and agreed that if any transaction is made by Vietnam Dong (VND) while currency unit under contract/policy/endorsement/debit note/credit note expressed in foreign currency, the rule of applying the exchange rate is defined as follows:

- For premium payment for new or renewal contract/ policy, the exchange rate between VND and foreign currency is the rate applying at the time of issuing contract/ policy /debit note which is shown in contract/ policy /debit note
- For additional or refund premium, the exchange rate between VND and foreign currency is the rate applying at the time of issuing endorsement which is shown in endorsement/debit note/credit note
- For claim payment, the exchange rate between VND and foreign currency is the rate applying at the time of claim payment.

It is further agreed and understood that in any case, the exchange rate applicable is the selling exchange rate of Vietcombank unless otherwise agreed.

5. TOTAL ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or contributed to or aggravated by asbestos in whatever form or quantity.

6. LATEX EXCLUSION ENDORSEMENT

Notwithstanding any other provision of this treaty, it is hereby agreed that this agreement shall not apply to and the insurer shall have no liability hereunder to the insured in respect of any Bodily injury, Personal injury, or loss of or Damage to Property arising out of Latex based products including but not limited to examination gloves, surgical gloves, balloon catheters which may lead to latex allergy claims including irritant or allergic contact dermatitis and allergic reaction to latex protein or allergen. Latex protein or allergen shall be considered a Pollutant if released or dispersed within healthcare premises and any such claims shall also be excluded.

7. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or Japan

8. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (1994)

This agreement shall exclude Nuclear energy Risks whether such risks are written directly and/ or by way of insurance and/ or via Pools and/ or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/ or third party insurances or insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- (I) All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/ or Association but only to the extent of the requirements of that local Pool and/ or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above;

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance or reinsurance whatsoever in respect of:
 - (a) Nuclear Material

- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/ or Association
- (2) The provision of any insurance or reinsurance for the undernoted perils
- Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear insurance Pool and/ or Association;

in respect of any other Property not specified in (1) above which directly involved the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (1) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material ; and
- (2) Radioactive Products or Waste

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel stored; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

9. RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE - NMA1622

This Policy does not cover

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10. ELECTROMAGNETIC FIELDS EXCLUSION

This Policy shall not indemnify the insured in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

11. WAR AND CIVIL WAR EXCLUSION CLAUSE

This Contract excludes loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. CYBER LIABILITY EXCLUSION

It is hereby understood and agreed that this Insurance shall not indemnify the Insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

13. INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE

This insurance does not cover losses arising, directly or indirectly, out of:

(i) loss of, alteration of, or damage to

or

(ii) a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the insured or not, do not, either separately or together, in and of themselves constitute one event unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail,

tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

14. TERRORISM EXCLUSION ENDORSEMENT - NMA 2921

Notwithstanding any provision to the contrary within this insurance 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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 any act of terrorism.

If the insurers 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 insured.

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

15. INFORMATION DECLARATION AND DATA PROTECTION CLAUSE

The insurance buyer and the insured (if requested by the United Insurance Company of Vietnam/its authorized/permitted party (collectively, “UIC”) to provide information about the insured) hereby understand, warrant and agree that:

1. All information, documents and data which were and will be provided to UIC, including personal data, (collectively referred to as “**information**”) are accurate, complete and up-to-date. UIC has the right, but no obligation, to verify the up-to-dateness, completeness, accuracy and legality of such information and is obliged to amend it only if requested by the insurance buyer and/or the insured or as required by law. Any outdatedness, incompleteness, inaccuracy, or illegality of the information may result in the insurance contract being terminated, cancelled, or rejected insurance claim(s).
2. Personal data that UIC may collect about the Customer (insurance buyer, the insured) may include basic personal data and sensitive personal data, including full name, date of birth, gender, nationality, occupation, contact information, valid citizen identity card/passport number, place of residence, history of using UIC's products and services, information about interests, health status, marital status, family relationships, lines of business, Customer's concerns, and other information required by law or as necessary or in connection with the supply of UIC's products or services, and to better understand customer needs.
3. UIC may send the insurance contract, endorsements, insurance contract-related information/notices to the email address/phone number of the insurance buyer/the insured notified or registered with UIC. Any information UIC receives from the email/telephone number of the insurance buyer/the insured shall be deemed to have been duly confirmed and sent by the insurance buyer/the insured.
4. All organizations/individuals who are data subjects/owners of the declared/provided information have legally approved and authorized the insurance buyer to disclose the information on their behalf and accept the provisions of this document.
5. Authorize and allow any organization/individual who has or know any information to provide UIC, reinsurers, loss adjusters/claim settlement service providers and related parties with all information related to the insurance buyer, the insured, insured objects for insurance purposes such as risk assessment, appraisal and issuance of insurance contracts, quotation offering, premium calculation, premium collection, reinsurance, fraud and loss prevention and mitigation, claim settlement, dispute resolution, confidentiality and other purposes permitted or required by law.
6. UIC and insurance agents, brokers, loss adjusters/claim settlement service providers/other authorized or permitted parties of UIC have the right to process (including but not limited to, collect, store, use, analyze, share, and disclose) the information, in physical and electronic records (including without limitation, cloud storage), or other means in accordance with the law, for the purposes of risk assessment, premium calculation, quotation offering, appraisal and issuance of insurance contracts, premium collection, reinsurance, fraud and loss prevention and mitigation, claim settlement, dispute resolution, subrogation, control of conflict of interest, compliance control, audit, risk management, finance and accounting, data storage and administration; calculation of capital needs, solvency and capital adequacy, product design, customer satisfaction surveys,

announcement of UIC's products and events and other purposes as permitted or required by law, from the time of declaration or collection until it is no longer necessary to meet the purposes for which it was collected or as required by law.

7. If the insurance buyer/insured/other party as a data subject requests to destroy or delete the information provided, the insurance contract shall terminate from the time when UIC receives the written request of such destruction or deletion, unless UIC otherwise agrees in writing.
8. UIC hereby commits to take necessary and reasonable measures to the extent possible to limit risks that may arise (including unintended consequences and damage) when processing the information (such as network failure, system failure, system compromised by hackers). Also in order to limit the risks, the Customer shall keep secure his/her/its account, username, password, authentication code, biometric identifiers, phone number, email address and other means or information which may be used for the purpose of executing and performing the insurance contract(s) with UIC; not allow such means or information to be used illegally by any third party; and immediately notify UIC if it is found that such means or information has been illegally disclosed or used.
9. These Clauses shall be construed and governed by the law of Vietnam, and make an integral part of the insurance contract and have the same validity as of the insurance contract. In the event of any discrepancy between these Clauses and other provisions in the insurance contract, the former shall prevail. The matters not specified in these Clauses shall be governed by the relevant provisions of the insurance contract.

The copy of this document shall be as valid as the original./.

16. INFORMATION DECLARATION AND CONFIDENTIALITY CLAUSE

1. The Insurance Buyer/the Insured hereby warrants and confirms that it/he/she has been fully explained by the Insurer and has fully read and understood this Contract, including but not limited to, information about the Insurer, insurance terms and conditions, insurance benefits, rights and obligations of the Insurance Buyer and the Insured, and exclusions of insurance liability.
2. The Insurance Buyer/the Insured undertakes that all information, documents and data (collectively referred to as "**information**") which are declared or provided to the Insurer for the purpose of appraisal and execution of this Contract is up-to-date, complete and accurate, and it is legal for the Insurance Buyer to provide such information to the Insurer. The Insurer has the right, but no obligation, to verify the up-to-dateness, completeness, accuracy and legality of such information and is obliged to amend it only if requested by the Insurance Buyer and/or the Insured or as required by law. Any outdatedness, incompleteness, inaccuracy, or illegality of the information may result in the insurance contract being terminated, cancelled, or rejected insurance claim(s).
3. If the Insurance Buyer/the Insured intentionally provides incomplete or untrue information in order to enter into this Contract for indemnity, the Insurer has the right to cancel this Contract and not to pay the indemnity, and shall refund the premium to the Insurance Buyer after deducting relevant and reasonable expenses. The Insurance Buyer shall compensate the Insurer for any loss. For the purposes of this Contract, "intentionally providing incomplete or untrue information in order to enter into this Contract for indemnity" means untrue or dishonest declaration or concealment of information which, if known, the Insurer would not have agreed to underwrite or agreed to underwrite with additional conditions for one, several or all the Insured/insured objects.
4. The Insurance Buyer/the Insured hereby authorizes and allows any organization/individual who has or know any information to provide the Insurer or its reinsurers, insurance auxiliary service providers (such as loss adjusters/claim settlement service providers), agents, brokers, contractors, advisors and related parties with all information related to the Insurance Buyer, the Insured, insured objects for insurance purposes such as risk assessment, appraisal and issuance of insurance contracts, quotation offering, premium calculation, premium collection, reinsurance, fraud and loss prevention and mitigation, claim settlement, dispute resolution, subrogation, and other purposes permitted or required by law.
5. The Parties are obliged to keep confidential the information related to the execution and performance of this Contract and the information provided by one Party to the other, except in cases where it is required to be provided by law or at the request of a competent state agency, court or arbitrator; or it is provided for the purpose of carrying out legal proceedings arising out of or in connection with this Contract, or after a written consent of the other Party is given.
6. This Contract and its attachments may be sent by default to the email address registered by the Insurance Buyer. The Insurance Buyer agrees to use the email address/phone number registered with the Insurer to receive/send notices/information related to this Contract. The Insurance Buyer shall keep confidential the email account, password, user account, and information in the information technology/telephone system of the Insurance Buyer and the information provided by the Insurer to the Insurance Buyer and is solely liable for any

damage or loss arising from the above information, information related to this Contract and/or the information provided by the Insurer being disclosed or used without authorization not due to any fault of the Insurer.

17. CLAIM PAYMENT METHODS CLAUSE

1. If any loss or damage occurs within the coverage of this Contract, the Insurer shall pay the insurance indemnity in the following methods:
 - a) Indemnify the Insured or Beneficiary (if any).
 - b) Other methods as agreed in writing between the parties in accordance with the law on insurance business (not applicable to health insurance).
2. Claim payment method: By cash or bank transfer.