

**PICNIC EASY INSURANCE
PRO GOLFER INSURANCE**

SECTION I: DEFINITIONS

The Company	means	The Insurer(s) under this Policy.
The Policy Holder	means	Person or organization specified as Policy Holder in the Schedule of Policy who arranges the insurance for the benefits of the Insured(s). The Policy holder can be the Insured/ the Beneficiary.
The Insured	means	The person(s) named as the Insured in the Schedule of Policy and/or Endorsements who is insured by this Policy. The Insured can be the Beneficiary.
Accident	means	An event which happens suddenly from external means and giving rise to a result which is not intended or anticipated by the Insured.
Injury	means	Bodily injury which is caused directly and solely by an Accident and is independent from other causes.
Sickness	means	Symptoms, abnormalities, illnesses or diseases contracted by the Insured.
Loss or Damage	means	Bodily injury sustained by the Insured due to accident and resulting in loss of life, dismemberment or loss of sight, or loss of hearing or speech, or disability or injury or any loss or damage as defined in this Insurance Wording.
Terrorism	means	Acts of force or violence and/or the threat thereof by a person or group of people whether conducted in isolation or on behalf of or in connection with any organization for political, religious or ideological purposes or any other similar purposes including the purpose of putting the government and/or the public or any section of the public in fear.
AIDS	means	Acquired Immune Deficiency Syndrome (AIDS) which is caused by the Human Immuno-deficiency Virus (HIV). This also refers to opportunistic infections, malignant neoplasms, or infections or illnesses indicated by blood test as positive for HIV. Opportunistic infections shall also include pneumocystis carinii pneumonia, organism or chronic enteritis, virus and/or disseminated fungi infection. Malignant neoplasm shall include and not limited to kaposi's sarcoma, central nervous system lymphoma, and/or other dread diseases presently known as symptoms of AIDS or which cause sudden loss of life or sickness or disability. Acquired Immune Deficiency Syndrome (AIDS) shall also include Human Immuno-deficiency Virus (HIV), encephalopathy dementia, and viral epidemics.

Pre-existing Conditions	means	Physical conditions of the Insured as follows: sickness/ injury/ disease (including complications), symptom or abnormality occurred to the Insured within twelve (12) months preceding the effective date of this Policy with sufficient indication for a person to seek diagnosis or treatment or for a physician to provide diagnosis or treatment whether or not the Insured has actually taken medical treatment.
Carrier	means	Commercial airlines, ocean liners, train, or passenger bus, including their crews or agents.
Aircraft	means	Aircraft of commercial airlines lawfully licensed for carrying passengers but not including helicopter.
Hospital	means	An establishment that holds a valid license for providing medical care, treatment and operation at the home country and provides diagnostic and surgical facilities, supplies 24-hour nursing services and has at least one physician/treatment physician on duty at all times. Hospital is not a spa, sauna, drug and/or alcohol treatment centre, nursing home, clinic, rest home, or convalescent home for the aged.
Dismemberment	means	The cutting off of wrist joint or ankle joint and shall also mean the loss of total usage of such members and there is clear medical indication that such members can no longer resume normal usage.
Loss of Sight	means	Complete blindness which is permanently incurable.
Total Permanent Disability	means	While the Insured is performing any duty in his/her regular occupation and other occupations at the time of accident and suffers total permanent disability resulting in being unable to perform any duty in his/her regular occupation or other occupations totally and permanently.

While the Insured is unable to perform three (3) or more of the normal daily activities unassisted. The Normal Daily Activities shall include (1) Washing Oneself (2) Getting Dressed (3) Taking Food (4) Sanitation (5) Mobilizing Oneself (6) Moving Oneself, of which details are as follows:

1. Washing Oneself means the ability to wash oneself in a bathroom or to take a bath or other activities referring to keeping oneself cleaned;
2. Getting Dressed means the ability to put on or to take off clothes and to change/replace expendable medical supplies/equipment;
3. Taking Food means the ability to eat any food already cooked/prepared;
4. Sanitation means the ability to control the bodily functions in regard to intestine and bladder while using or not using a tube, support equipment or any prosthetic devices to keep sanitized;
5. Moving Oneself means the ability to move within the premise from one room to another situated on the same level ground;
6. Mobilizing Oneself means the ability to mobilize oneself from a bed to a chair or other objects with similar description.

Loss of Hearing	means	Permanent and incurable loss of hearing.
Loss of Speech	means	The loss of the ability to clearly pronounce any of the three (3) of the four (4) following sounds which makes up the speech: labial sound, labiodental sound, palatal sound and velar sounds; total loss of vocal cords or damage to the linguistic center of the brain resulting in loss of language ability.
Physician	means	A person having professional qualification(s) in medicine duly licensed or registered to practice medicine within the scope of his/her license under the law of the country where the physician conducts diagnosis and medical treatment activities. Physician is not at the same time the Policy holder/ the Insured or member family of the Policy holder/ the Insured.
Nurse	means	A person legally licensed to perform nursing duties.
Medically Necessary and Reasonable Expenses	means	Medical expense and/or any reasonable expenses which a hospital may charge a general patient for treatment received by the Insured, but not including the cost of dental related treatment or treatment related to sound pronunciation unless caused by accident, and not including any expenses for Emergency Medical Evacuation and Repatriation and Repatriation of Mortal Remains (if any).
In-Patient	means	A person who needs to be admitted for medical treatment in hospital or medical facilities for a period of not less than six (6) consecutive hours providing such person being registered as an in-patient by diagnosis and advice of a physician based on indication of medical standard and for a duration that is suitable for the treatment of injury or sickness. This includes the event where the person is admitted as an in-patient and suffers loss of life before the six (6) hours complete.
Personal effects	means	Properties carried on the Insured on the trip which are not stated in the Exclusions.
Third party	means	Any person excluding the Insured Person's family member or person(s) regularly living with the Insured Person, employees of the Insured Person during the period of service and any person travelling with the Insured Person.
Golf equipment	means	Golf clubs and golf bag provided such equipment are contained in a golf-bag container and/or a golf bag specially designed for travelling.

SECTION II: INSURANCE BENEFITS

Whilst the Policy is being in force under the terms, Insurance Benefits, exclusions, general provisions and conditions and endorsements of this Insurance Policy and in consideration of the Policy Holder or the Insured having paid to the Company the premium due, the Company agrees to cover specifically for the Insurance Benefit(s) attached to this Policy and per the sum insured specified in the Schedule of Policy and Schedule of Endorsements (if any) only:

INSURANCE BENEFIT
**Loss of Life, Dismemberment, Loss of Sight, Loss of Speech or Hearing or Total
Permanent Disability due to Accident**

Coverage

In the event the Insured suffers bodily injury from accident while travelling and such injury causes the Insured to suffer from loss of life, dismemberment, loss of sight, loss of hearing or speech, or total permanent disability within one hundred and eighty (180) days from the date of the accident or the injury which causes the Insured to receive continuous medical treatment as an in-patient in a hospital or medical facilities and loss of life occurs later because of such injury, the Company shall pay compensation as follows:

1	100% of the sum insured	for loss of life
2	100% of the sum insured	for total permanent disability and such disability must continue for not less than twelve (12) months after the accident or if there is a clear medical indication that the Insured suffers total permanent disability.
3	100% of the sum insured	for loss of both hands from the wrist joint or both feet from the ankle joint, or loss of sight for both eyes.
4	100% of the sum insured	for loss of one hand from the wrist joint and one foot from the ankle joint.
5	100% of the sum insured	for loss of one hand from the wrist joint and loss of sight in one eye.
6	100% of the sum insured	for loss of one foot from the ankle joint and loss of sight for in eye.
7	100% of the sum insured	for permanent total loss of speech and hearing of both ears.
8	60% of the sum insured	for loss of one hand from the wrist joint.
9	60% of the sum insured	for loss of one foot from the ankle joint.
10	60% of the sum insured	for loss of sight in one eye.
11	75% of the sum insured 15% of the sum insured	for permanent total loss of hearing of: a) Both ears b) One ear

The Company shall compensate only one item of loss which has the highest amount. During the policy period, the Company shall pay compensation for claims occurred under this Insurance Benefit in total not exceeding the maximum sum insured specified in the Schedule of Policy. If the Company has not paid up to such maximum amount of the sum insured, the Company shall continue to provide cover in the remaining sum insured amount until the expiry of the policy period.

Additional Exclusions Specific to this Insurance Benefit

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

- 1. Loss or damage arising from bodily injury due to or in consequence of causes as follows:**
 - 1.1. Any acts of the Insured while under the influence of alcohol or addictive substances or drugs of harmful nature to the extent of being incapable of controlling one's senses.
The definition of "under the influence of alcohol" in the case of a blood test is a level of alcohol of 150-mg.% or higher;
 - 1.2. Suicide or attempt at suicide or self-inflicted injury or attempt thereof either by self or by consenting others to do so and whether in the state of insanity or not, including accident occasioned by the Insured consuming or drinking or injecting drugs or toxic substances into body and the use of drugs in excess of doctor's prescription;

1.3. Pregnancy, miscarriage, abortion, childbirth, any complications from pregnancy.

2. Loss or damage arising from bodily injury occurring during the time as follows:

- 2.1. While the Insured is participating in or practicing for or competing in professional sports or while engaging in all types of motor or car racing or boat racing, horse racing, skiing including jet-ski, skating, boxing and parachute jumping (except parachute jumping to save life), boarding or alighting or travelling in a hot-air balloon or glider, bungee jumping, all diving activities which require the use of oxygen tanks and underwater respirator.
- 2.2. While the Insured is participating in rock climbing, trekking/mountaineering.
- 2.3. While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline and while operating or serving as crewmember in any aircraft.
- 2.4. While the Insured is engaging in brawl or having part in inciting a brawl.
- 2.5. While the Insured is in the course of committing a felony or while under arrest by or escaping arrest of authorities because of the commission of a felony except for light punishment or compoundable offense.
- 2.6. While the Insured is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression.
- 2.7. While the Insured has mental and nervous disorders including insanity.

INSURANCE BENEFIT
Medical Expense

Coverage

In the event the Insured sustains sudden and unexpected injury or sickness while travelling and such injuries or sickness require the Insured to receive medical treatment by Physician in accordance with general medical standard or to require treatment by a Nurse either as an in-patient or out-patient.

The Company shall indemnify the Insured for the necessary and reasonable medical expenses actually paid by the Insured but not exceeding the maximum sum insured as specified in the Schedule of Policy.

Additional Exclusions Specific to this Insurance Benefit

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

1. Loss or damage arising from bodily injury or sickness due to or in consequence of causes as follows:

- 1.1. Any acts of the Insured while under the influence of alcohol or addictive substances or drugs of harmful nature to the extent of being incapable of controlling one's senses.
The definition of "under the influence of alcohol" in the case of a blood test is a level of alcohol of 150-mg.% or higher;
- 1.2. Suicide or attempt at suicide or self-inflicted injury or attempt thereof either by self or by consenting others to do so and whether in the state of insanity or not, including accident occasioned by the Insured consuming or drinking or injecting drugs or toxic substances into body and the use of drugs in excess of doctor's prescription;
- 1.3. Pregnancy, miscarriage, abortion, childbirth, any complications from pregnancy;
- 1.4. Any pre-existing conditions;
- 1.5. Chronic diseases, sickness or injury, which are not medically cured prior to the departure date specified in the Policy, medical treatment for congenital abnormalities, development problems, or genetic disorders;
- 1.6. AIDS , venereal diseases, sexually transmitted diseases;

- 1.7. Cosmetic treatment or surgery or treatments for skin care, pimple, blemish, freckle, dandruff, hair losses, weight control, or any voluntary surgery except for dressing wounds as a consequence of an insured accident.
- 1.8. Treatments which are not conventional medicine, including alternative or traditional medicine.
- 1.9. Treatment or surgery for dentistry, gums, denture, dental crown, root canal treatment, dental filling, orthodontics, prophylaxis, tooth extraction, dental implant, or any prosthodontics procedures.
- 1.10. Treatment for eyesight problems, Lasik surgery, expenses for visual aid equipment or treatment for visual disorders.
- 1.11. Costs of providing, maintaining or fitting any external prostheses or appliances, corrective devices, hearing and/or visual aids, crutches, wheelchairs or other equipment.

2. Loss or damage arising from bodily injury occurring during the time as follows:

- 2.1. While the Insured is participating in or practicing for or competing in professional sports or while engaging in all types of motor or car racing or boat racing, horse racing, skiing including jet-ski, skating, boxing and parachute jumping (except parachute jumping to save life), boarding or alighting or travelling in a hot-air balloon or glider, bungee jumping, all diving activities which require the use of oxygen tanks and underwater respirator.
- 2.2. While the Insured is participating in rock climbing, trekking/mountaineering.
- 2.3. While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline and while operating or serving as crewmember in any aircraft.
- 2.4. While the Insured is engaging in brawl or having part in inciting a brawl.
- 2.5. While the Insured is in the course of committing a felony or while under arrest by or escaping arrest of authorities because of the commission of a felony except for light punishment or compoundable offense.
- 2.6. While the Insured is performing duties as a member of armed forces or police or as a volunteer and engaged in war or crime suppression.
- 2.7. While the Insured has mental and nervous disorders including insanity.
- 2.8. While the Insured travels for the purpose of obtaining any kind of medical treatments.

INSURANCE BENEFIT
Personal Liability

Coverage

This Insurance Policy covers Personal Liability by which the Company shall pay compensation on behalf of the Insured for the amount that the Insured is legally liable to pay for:

1. Loss of Life or Bodily Injury of a Third Party due to or as a result of an accident caused by the Insured;
2. Loss of or Damage to Property of a Third Party due to or as a result of an accident caused by the Insured.

Provided the Total Liability of the Company shall not exceed the Limit specified in the Schedule of Policy.

Additional conditions specific to this Insurance Benefit

1. The Insured shall not conduct any acts as to agree to compensate or admit liability to a Third Party or any other parties or conduct any acts which may lead to a law suit or defense of a law suit without the a written consent of the Company.

2. The Insured shall take all reasonable precautions to prevent loss or damage that may occur.
3. In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.

Additional Exclusions Specific to This Insurance Benefit

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

1. Loss or damage including bodily injury occurred to a person(s) who is a relative or employee or deemed by law to be employee of the Insured.
2. Loss of or damage to property which belongs to the Insured or by law is under custody or control of the Insured.
3. Loss or damage relating to any liability assumed under contract, without which the Insured would not be liable.
4. Loss or damage relating to the Insured's willful, malicious or unlawful acts.
5. Loss or damage due to the ownership, possession or use of vehicles, aircraft, firearms, animals, land, or building or arising out of negligence in control or care.
6. Liability in connection with trade or profession or errors in business operations.
7. Loss or damage due to acts of the Insured while in the state of mental and nervous disorder, insanity, including while being engaging in a brawl or having part in inciting a brawl.

INSURANCE BENEFIT

Golf Privileges (only applicable for Pro Golfer)

Coverage

a) Damage to golf equipment

The Company shall pay for the costs of repairing or replacing the Insured's golf equipment for the Insured in the event the Insured sustains sudden and unexpected injury and being compensated under the Benefit Death, Permanent Disablement due to accident, and this sudden and unexpected injury causes damage to the Insured's golf equipment.

In case replacement cannot be made, the Company shall pay as cash in accordance with the actual value of such items at the time of damage (calculated based on the value at the purchase date and deducting any depreciation) but not exceeding the sum insured as specified in the Schedule of Policy.

b) Hole – in – one

While travelling, in the event the Insured (who is a non-professional golfer) completes a Hole-in-one in an official golf event organized under rules and regulations at an 18-hole standard golf course which is open to general public to participate and such Hole-in-one is certified in writing by the golfer, course manager and event organizer, the Insured shall be entitled to a cash prize in the amount specified in the Schedule of Policy.

Provided once the cash prize for Hole-in-one is paid, there shall be no more payment of the cash prize for Hole-in-one whatsoever for the remaining of the insurance period.

Additional conditions specific to this Insurance Benefit

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

- The Insured must report to the hotel or carrier or police of such loss or damage as soon as

- possible.
- In the event the Company has made claim payment in accordance with this Policy, the Company shall be subrogated to all the Insured's rights of recovery from any person or parties for the proportion already indemnified by the Company. In such cases, the Insured shall cooperate and forward to the Company all documents and do all such acts and things as may be necessarily required for the purpose of preserving the Company's rights and shall not act in any way to prejudice such rights of the Company.
 - If at the time of any damage, there would be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons acting on behalf of the Insured, covering the same loss or damage, the Company shall contribute to pay claim not more than its rateable proportion to the total insured sum but not exceeding the sum insured by the Company and it is agreed that the Company shall not raise the issue of the sequence of insurance as reason for contribution.

Additional Exclusions Specific to this Insurance Benefit

- This insurance does not cover the Deductible (if any).
- Loss or damage caused by wear and tear, gradual deterioration, moths, vermin such as mice, inherent vice or damage sustained due to any process by the Insured to repair, clean or modify any property.
- Loss of or damage to hired or leased equipment.
- Seize or dispossession of property under law, confiscation of property by order of government, transportation of illegal trades, or any other unlawful acts.
- Loss or damage recovered or recoverable from the hotel or carrier.
- Loss to golf equipment sent in advance by the Insured or golf items mailed or shipped separately.
- Properties left behind by the Insured in any vehicles or public places or losses as a result of the Insured's negligence in taking due care and precautions for the safeguard and security of such properties.
- Loss of trading goods or product samples.
- Loss of or damage to the Insured's baggage left unattended in public places.
- Loss of or damage to golf balls and golf equipment while playing or practicing.
- Loss or damage due to wilful acts or negligence of the Insured.

ENDORSEMENT

Personal effects subsidy (Only applicable for Picnic Easy)

Coverage

This Endorsement will subsidize the costs of buying personal effects for the Insured in the event the Insured sustains sudden and unexpected injury and being compensated under the Benefit Death, Permanent Disablement due to accident;

The Company's compensation under this endorsement will not be exceeding the maximum sum insured as specified in the Schedule of Policy.

ENDORSEMENT

Cliff climbing or mountaineering (Only applicable for Picnic Easy)

It is hereby agreed that this Insurance Policy extends to cover for Loss of Life, Dismemberment, Loss of sight, Loss of Speech or Hearing or Total Permanent Disability, Medical Expense while the Insured

is engaging in (1) Rock climbing or Trekking/Mountaineering which involves climbing equipment, or (2) climbing; at a height of within three-thousand (3,000) meters above sea level.

The Company's compensation under this endorsement will not be exceeding the maximum sum insured as specified in the Schedule of Policy.

SECTION III: GENERAL CONDITIONS

1. Period of Insurance

The period of each trip of the Insured shall commence and expire within the Period of Insurance as stated in the Schedule/ Certificate or Policy.

Insurance coverage shall commence two (2) hours before the Insured departs from Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or at the date and time specified in the Schedule, whichever comes later and shall continue until the Insured shall return to his/her residence within Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or within two (2) hours after arrival in Vietnam (or the place as stated in the Schedule/Certificate or the Policy) or until the expiry of the insurance whichever comes first (unless specified otherwise in this Policy).

In case the Insured is admitted to receive medical treatment during the Period of Insurance and it is necessary for the Insured to receive continuous medical treatment as in-patient, this Policy shall extend to cover until the Insured is discharged from hospital or other medical care facilities admitted, but to the maximum limit of the Benefit of Medical Expense.

2. Claim Notification and Claim Documents

In claiming for compensation, the Policy Holder, the Insured, the Beneficiary or their representative as the case may be, at own expense, must submit all necessary evidences (as requested by the Company) to the Company within thirty (30) days from the occurrence of the insured event.

However, the failure to file claim within the specified time line shall not diminish the rights of the Insured to claim if it can be proven that there is practical reason for the failure to do so and the claim indemnification has been made as early as possible.

1 Claim documents for Loss of Life Benefit (together with Cliff climbing or mountaineering if applicable)

1. A completed Claim Form of the Company
2. A Death Certificate.
3. A copy of the autopsy report, certified by the Case Officer or issuing authority.
4. A copy of the police report, certified by the Case Officer.
5. A copy of the Identity Card and the House Registration of the Insured stating the Insured is "deceased".
6. A copy of the Identity Card and the House Registration of the Beneficiary.
7. Copies or original versions of legal documents of the legal heir (legal Beneficiary).
8. A copy of the Insured's ID/Passport
Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation).

2 Claim documents for Dismemberment or Loss of Sight or Loss of Speech or Hearing or Total Permanent Disability (together with Cliff climbing or mountaineering if applicable)

1. A completed Claim Form of the Company
2. A report of the Board of Medical Examiners/Board of attending Physicians certifying the Insured has suffered from total permanent disability or dismemberment or loss of sight, or

- loss of speech or hearing.
3. A police report or proceedings about the accident which results in injury on the Insured.
 4. Medical records about post-accident treatment
 5. A copy of the Insured's ID/Passport
 6. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation).

3 Claim documents for Medical Expense (together with Cliff climbing or mountaineering if applicable)

1. A Completed Claim Form of the Company.
2. A Physician's Report stating the symptoms, diagnosis and the treatment given.
3. Original Receipt of the Medical bills showing details of date, names of medicines, quantities and doses
4. Original Financial Invoice with a schedule of incurred expenses
5. A copy of the Insured's ID/Passport
6. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation).

4.13 Claim Documents for Personal Liability

1. A completed Claim Form of the Company.
2. A copy of the Insured's ID/Passport
3. Photographs (if any) and evidence showing the loss or damage occurred to the Third Party.
4. A Physician's Report and copy of the medical treatment receipts in the case of bodily injury of the Third Party.
5. Receipts for the repair work in the case of property damage of a Third Party or receipts for the replacement items in the case of lost property.
6. Other documents as necessarily required by the Company.

4.21 Claim Documents for Golf Privileges

1. A completed Claim Form of the Company.
2. A copy of the Insured's ID/Passport
3. Certificate of the Hole-In-One certified (signed and stamped) by the golf course's management or the event's organizer.
4. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation)
5. Other documents as necessarily required by the Company.

4.23 Claim Documents for Personal effects subsidy

1. A completed Claim Form of the Company.
2. A financial invoice of the item purchased.
3. A copy of the Insured's ID/Passport
4. Boarding pass (or a pass for boarding other means of transportation) and airplane ticket (or a ticket for other means of transportation)
5. Other documents as necessarily required by the Company.

SECTION IV: GENERAL EXCLUSIONS

This insurance does not cover:

1. Any loss or damage arising or caused by the following:
 - 1.1. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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;
 - 1.1.1. 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

- 1.1.2. any act of terrorism including but not limited to
 - 1.1.2.1. the use or threat of force, violence and/or
 - 1.1.2.2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or
- 1.1.3. any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1 or 1.1.2 above.
- 1.2. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.2.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.2.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.2.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.2.5. any chemical, biological, bio-chemical, or electromagnetic weapon.
- 1.3. Loss of or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
 - 1.3.1. permanent or temporary dispossession of any property resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority;
 - 1.3.2. permanent or temporary dispossession of any property resulting from the unlawful occupation of such machinery by any person;

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy;

- 1.3.3. the destruction of property by order of any public authority.
- 1.4. Riots and Strike.
- 1.5. Whilst the Insured is working in a high-risk environment or a laborer task, maneuvering machineries, oil or gas rigs, underground mines, fishery.
- 1.6. Additional exclusions specific to each Insurance Benefit
As specified in each corresponding Insurance Benefit.

2. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10/11/2003 (VN35)

1. This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith
In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- 1.1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 1.5. Any chemical, biological, bio-chemical, or electromagnetic weapon.

3. War and terrorism exclusion (WTE2)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes:

Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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;

1. 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
2. Any act of terrorism including but not limited to
 - a. The use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or
3. Any action taken in controlling, preventing, suppressing or in any relating to 1 or 2 above.

If the Company alleges 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.

4. Sanction limitation and exclusion (SLE2)

No insurer shall be deemed to provide cover and no 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 insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

5. Cyber primary exclusion (CPE1)

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking.
2. Consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking, but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

Defined Contingency

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For the purpose of this Exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

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Virus or Similar Mechanism

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Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

6. Political risk exclusion (PRE1)

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- i. Permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority
- ii. Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
- iii. The destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

7. Cyber liability exclusion (CLE1) - applicable for Personal liability section only

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.

8. Asbestos exclusion - applicable for Personal liability section only

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) Asbestos, or

(b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.