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**PHÂN TÍCH GIẢI QUYẾT TRANH CHẤP HỢP ĐỒNG BẢO HIỂM: TRƯỜNG HỢP  
CÔNG TY CỔ PHẦN CÔNG TY CỔ PHẦN VẬN TẢI ĐA QUỐC GIA VÀ  
TỔNG CÔNG TY BẢO HIỂM HÀNG KHÔNG VIỆT NAM**

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**Tóm tắt**

Trong những năm gần đây, bảo hiểm hàng hóa vận chuyển nội địa ngày càng giữ vai trò quan trọng tại Việt Nam, đặc biệt trong bối cảnh phát triển hạ tầng và các dự án năng lượng tái tạo có liên quan đến việc vận chuyển hàng hóa có giá trị lớn và kích thước đặc biệt. Nghiên cứu này phân tích việc giải quyết tranh chấp hợp đồng bảo hiểm hàng hóa nội địa thông qua nghiên cứu trường hợp Bản án số 52/2025/KDTM-PT, liên quan đến việc từ chối bồi thường bảo hiểm đối với hoạt động vận chuyển các cấu kiện tuabin gió bằng đường bộ. Nghiên cứu tập trung làm rõ cách Tòa án Việt

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Nam giải thích các rủi ro được bảo hiểm, các điều khoản loại trừ và yêu cầu về an toàn trong hợp đồng bảo hiểm, cũng như việc đánh giá các chứng cứ như ý kiến chuyên gia và báo cáo giám định tổn thất. Trên cơ sở đó, bài viết đưa ra một số nhận định thực tiễn cho doanh nghiệp bảo hiểm và doanh nghiệp vận tải, đồng thời góp phần nâng cao tính minh bạch pháp lý và hiệu quả giải quyết tranh chấp trong lĩnh vực bảo hiểm hàng hóa nội địa tại Việt Nam.

**Từ khóa:** bảo hiểm hàng hóa nội địa, từ chối bồi thường, điều khoản loại trừ, báo cáo giám định tổn thất.

## **ANALYSIS OF INSURANCE CONTRACT DISPUTE SETTLEMENT: A CASE STUDY OF MULTI-NATION TRANSPORT JOINT STOCK COMPANY AND VIETNAM NATIONAL AVIATION INSURANCE CORPORATION**

### **Abstract**

In recent years, inland cargo insurance has become increasingly important in Vietnam, especially in the context of infrastructure development and renewable energy projects that involve the transportation of large and high-value goods. This paper analyzes the settlement of inland cargo insurance contract disputes through a case study of Judgment No. 52/2025/KDTM-PT, which concerns the denial of an insurance claim related to the inland transport of wind turbine components. The study examines how Vietnamese courts interpret insured risks, exclusion clauses, and safety requirements in insurance contracts, as well as how they assess evidence such as expert opinions and loss adjuster reports. Based on the findings, the paper provides practical observations for insurers and transport enterprises and contributes to improving legal certainty and dispute resolution practice in Vietnam's inland cargo insurance market.

**Key words:** inland cargo insurance, claim denial, exclusion clauses, loss adjuster reports

### **1. Introduction**

Inland cargo insurance plays an important role in Vietnam's economic development by supporting logistics activities, infrastructure construction, and large industrial and renewable energy projects such as wind and solar power. As Vietnam becomes more integrated into global supply chains and domestic investment increases, the volume and value of goods transported within the country have

grown rapidly. Inland cargo insurance provides financial protection against loss or damage to goods during domestic transportation by road, rail, inland waterways, or combined modes of transport. In recent years, the structure of inland transportation has changed, with a noticeable increase in the movement of oversized, heavy, and high-value cargo, including wind turbine components, industrial machinery, and specialized equipment. These goods involve higher risks due to their size, weight, transport routes, and technical handling requirements, resulting in greater potential losses and increased pressure on insurance coverage and claims settlement.

This study's primary practical concern is the frequent rejection of insurance claims due to exclusion clauses pertaining to weather hazards, safety conditions, and human error. Insurers often argue that losses occurred due to violations of safety rules, improper handling of goods, or risks that were foreseeable and excluded under the policy. On the other hand, insured businesses typically argue that these exclusion clauses are applied unreasonably or interpreted too broadly, undermining the protective role of insurance.

This practice creates legal uncertainty in several aspects. First, there is no clear standard on how exclusion clauses in inland cargo insurance contracts should be interpreted, especially when policy wording is technical or unclear. Second, the distribution of the burden of proof between insurers and insured parties remains disputed. It is not always clear whether insurers must prove that an exclusion applies, or whether insured parties must prove full compliance with safety conditions. Third, courts do not consistently evaluate the evidentiary value of loss adjuster reports, leading to different decisions in similar cases.

The legal significance of this research lies in its contribution to clarifying judicial approaches to inland cargo insurance disputes in Vietnam. By examining court reasoning and evidence assessment, the study helps promote greater consistency and predictability in the application of insurance law. It also offers inland transportation enterprises practical guidance, helping them understand their rights, obligations, and legal risks better when signing insurance contracts.

There is a significant research gap in understanding how Vietnamese courts handle inland cargo insurance disputes involving high-tech and oversized goods, especially in renewable energy projects. Existing studies mainly discuss general insurance rules and do not closely examine cases

where compliance with public traffic and transport regulations differs from the requirements set out in manufacturer technical manuals or insurance safety guidelines. As a result, current literature provides limited insight into how courts assess these conflicting standards when deciding insurance liability. This paper addresses that gap by examining a recent appellate court decision on the transportation of wind turbine components. The study explains how technical standards are given priority in judicial reasoning and considers the legal consequences for insurance coverage and the allocation of commercial risk.

This study addresses the practical problem of frequent claim denials based on exclusion clauses relating to weather risks, safety violations, or human error. The absence of clear standards for interpreting exclusion clauses, uncertainty regarding the burden of proof, and inconsistent judicial assessment of loss adjuster reports contribute to legal uncertainty. By applying doctrinal legal analysis and a case study of Judgment No. 52/2025/KDTM-PT, this research aims to clarify judicial reasoning, promote consistency in court decisions, and provide practical guidance for insurers and insured enterprises to improve contract clarity and reduce future disputes..

## **2. Theoretical and Legal Framework**

### ***2.1. Legal Nature of Inland Cargo Insurance Contracts***

Inland cargo insurance contracts are a specific form of property insurance contracts, in which the insurer agrees to compensate the insured for significant losses or damage to goods that occur during inland transportation. Under Vietnamese law, property insurance is defined as insurance for assets and property-related interests, including goods in transit, against specified risks agreed upon in the insurance contract (Article 7, Law on Insurance Business 2000, as amended in 2010).

From a legal perspective, inland cargo insurance contracts exhibit the following core characteristics:

First, these are contracts of indemnity. Instead of making a profit, the insurer's liability is restricted to paying the insured for actual and direct losses incurred. This reflects the fundamental insurance law principle that insurance serves as a risk-transfer mechanism rather than a speculative instrument (Article 16, Law on Insurance Business 2000).

Second, inland cargo insurance contracts are typically adhesion contracts. Insurance terms, including coverage conditions and exclusion clauses, are drafted unilaterally by insurers, while insured enterprises, particularly transportation and logistics companies generally have limited bargaining power. This structural imbalance has significant implications for contractual interpretation, especially in disputes involving ambiguous or technical exclusion clauses.

Third, inland cargo insurance occupies a hybrid legal position between insurance law and transport law. While the insurer's obligations are governed primarily by insurance law, the occurrence of insured events is closely linked to transportation activities, technical standards, safety regulations, and operational conduct governed by transport and traffic regulations. As a result, disputes often require courts to assess not only contractual provisions but also compliance with transportation permits, safety procedures, and technical norms.

Finally, contractual freedom in inland cargo insurance is subject to mandatory statutory limitations. Although parties may agree on specific risks and exclusions, insurers may only deny liability where losses fall outside the insured risks or clearly within valid exclusion clauses, as stipulated in Article 17 of the Law on Insurance Business 2000 (amended 2010). This statutory framework aims to balance freedom of contract with protection of insured parties.

## ***2.2. Fundamental Principles of Insurance Law: Indemnity and Proximate Cause***

### *2.2.1. Principle of Indemnity*

In general insurance, the principle of indemnity ensures that the insured is compensated only for their actual loss, preventing any financial gain from claiming insurance. This principle is vital for maintaining fairness and integrity in the insurance system.

This principle was implicitly applied by the appellate court in Judgment No. 52/2025/KDTM-PT. Although the insured goods suffered total and irreparable damage, the court held that indemnification could only arise where the loss resulted from an insured peril. As the damage was found to originate from causes outside the policy's coverage, compensation was denied despite the existence of actual loss.

In inland cargo insurance disputes, the principle of indemnity serves two key legal functions. First, it prevents illegitimate gains by the insured. Second, it requires a precise assessment of the nature,

extent, and causation of damage to the insured goods. Consequently, disputes frequently hinge not on the quantum of loss, but on whether the loss is legally attributable to an insured risk.

### *2.2.2. Proximate Cause Doctrine*

The doctrine of proximate cause is closely linked to the principle of indemnity, as it is used to decide whether a loss can be directly attributed to a risk covered by the insurance policy. The proximate cause is understood as the dominant, effective, and decisive cause that sets the chain of events leading to the loss in motion.

Although Vietnamese insurance legislation does not expressly codify the proximate cause doctrine, it is implicitly applied through judicial practice and the interpretation of insurance contracts. Courts routinely assess whether losses occurred “as a direct consequence” of insured events, particularly in cases involving multiple contributing factors such as weather conditions, human operation, and technical compliance.

In Judgment No. 52/2025/KDTM-PT, the appellate court applied this doctrine by determining that the decisive cause of the loss was “wind gusts” combined with operational safety violations. Since “wind gusts” were distinguished from the insured peril of “whirlwind,” the court concluded that the loss was not proximately caused by a covered risk.

In inland cargo transportation, losses often result from concurrent causes, including:

- Natural conditions (wind, rain, storms)
- Human factors (driver skill, operational decisions)
- Technical factors (equipment configuration, compliance with safety standards)

The determination of proximate cause is therefore crucial in deciding whether an insurer may rely on exclusion clauses. If an excluded factor is deemed the dominant cause, the insurer may lawfully deny indemnification; conversely, if an insured peril is identified as the proximate cause, coverage may still arise even in the presence of contributory negligence.

## ***2.3. Coverage Conditions and Exclusion Clauses in Inland Cargo Insurance***

### *2.3.1. Legal Function of Coverage Conditions*

Coverage conditions in inland cargo insurance contracts define the scope of risk transfer agreed upon by the parties. They specify the types of perils insured against, the duration of coverage, and the circumstances under which indemnification is triggered.

Coverage conditions serve as risk delimiters rather than behavioral obligations. Their primary function is to identify whether a particular loss falls within the insurer's assumed risk. Courts must therefore interpret coverage clauses in light of the insured's reasonable expectations at the time of contract formation.

### *2.3.2. Legal Nature and Interpretation of Exclusion Clauses*

Exclusion clauses in inland cargo insurance contracts define the situations in which the insurer is not obligated to indemnify the insured. Under Vietnamese law, their validity depends not only on the parties' agreement but also on compliance with mandatory statutory safeguards aimed at protecting the policyholder.

According to Article 16 of the Law on Insurance Business 2000 (as amended in 2010), insurers must clearly state all exclusion clauses in the contract and explain their contents to the insured at the time of conclusion. If these clauses are not properly disclosed or explained, courts may refuse to enforce them, reflecting the protective approach of Vietnamese insurance law toward adhesion contracts.

Article 17 allows insurers to deny indemnification only when the loss falls outside the insured risks or within validly agreed exclusion clauses. Such clauses do not apply automatically; the insurer must prove a causal link between the excluded circumstance and the actual loss.

Furthermore, Article 21 provides that any ambiguity in an insurance contract must be interpreted in favor of the insured. As a result, exclusion clauses cannot be broadly interpreted to the insurer's advantage but must follow their clear and agreed meaning.

In practice, exclusion clauses are enforceable only when three conditions are satisfied:

- They are clearly drafted and properly disclosed;
- They comply with mandatory legal provisions;
- There is a causal connection between the excluded circumstance and the loss.

This framework balances contractual certainty for insurers with substantive protection for insured parties while preserving the core risk-transfer function of insurance contracts.

In Judgment No. 52/2025/KDTM-PT, the appellate court accepted the insurer's reliance on exclusion clauses relating to unsafe transportation conditions. The insured's failure to comply with manufacturer speed limits and to install wind-measuring devices was considered causally linked to the accident, thereby justifying the denial of indemnification.

### *2.3.3. Common Exclusions in Inland Cargo Insurance*

In practice, inland cargo insurance policies commonly exclude losses arising from:

- Unsafe or unauthorized transportation methods,
- Violations of technical or safety regulations,
- Gross negligence or serious operational faults by the insured.

While such exclusions are legitimate tools for risk management, their application raises significant legal concerns. If courts apply safety-related exclusions mechanically without examining causation and proportionality insurance contracts risk being transformed into conditional liability waivers, undermining the fundamental risk-transfer function of insurance. Therefore, judicial scrutiny of exclusion clauses must balance contractual certainty with the protective purpose of insurance law.

### *2.4. Principle of Contra Proferentem in Insurance Contracts*

The principle of contra proferentem is a well-recognized rule of contract interpretation that plays a particularly important role in insurance law, where contracts are typically drafted unilaterally by insurers in standard form. Under this principle, where an insurance contract contains vague or ambiguous terms that are capable of more than one reasonable interpretation, such ambiguity must be resolved against the party that drafted the contract and in favor of the non-drafting party, namely the insured. This approach reflects the structural imbalance in bargaining power and expertise inherent in insurance relationships, as well as the insurer's control over contractual language.

Vietnamese insurance law expressly incorporates this interpretative principle. Article 24 of the Law on Insurance Business 2022 provides that where insurance contract terms are unclear or open to misinterpretation, they shall be interpreted to the advantage of the insurance buyer. This

statutory rule does not automatically invalidate exclusion clauses or coverage limitations, but operates as a safeguard against the use of imprecise drafting to deny indemnification.

In doctrinal terms, the Vietnamese approach is consistent with the common law understanding of the *contra proferentem* doctrine, under which ambiguous terms in standard-form insurance contracts are construed against the drafter. In judicial practice, the principle functions as a corrective mechanism, encouraging greater clarity and transparency in insurance contract drafting while reinforcing the protective function of insurance for insured parties.

However, Judgment No. 52/2025/KDTM-PT demonstrates a restrictive application of this principle. The appellate court held that no ambiguity existed, reasoning that both parties, as commercial entities, were expected to understand the technical distinction between “wind gusts” and “whirlwinds,” and therefore declined to interpret the policy in favor of the insured.

### **3. Case Study: Judgment No. 52/2025/KDTM-PT**

#### ***3.1. Parties Involved and Contractual Relationship***

The dispute arose within the context of a large-scale renewable energy logistics project involving the inland transportation of oversized and overweight wind turbine components.

The Insured, MJCT.,JSC (Multimodal Transport Joint Stock Company), is a logistics enterprise engaged in multimodal transportation services, including the handling and inland carriage of heavy and oversized industrial equipment.

The Insurer, Vietnam National Insurance (VNI), is a joint-stock insurance enterprise operating nationwide, represented in this case by its specialized insurance unit responsible for cargo insurance underwriting and claims handling.

The Beneficiary, SDVIC.,JSC (SD Vietnam Construction Investment Joint Stock Company), is the project owner of the Song An – Cu An Wind Power Plant in Gia Lai Province and the ultimate owner of the insured cargo.

The contractual relationship between the parties was governed by Principle Insurance Contract No. 042100008/E02/HĐBH/VNI, executed on 13 July 2021. This contract established the general framework for inland cargo insurance coverage, including insured risks, exclusions, and the obligations of the insured during transportation.

Pursuant to the principle contract, VNI issued two individual insurance certificates, respectively No. 042100008/E02.02 and No. 042100008/E02.04, covering specific shipments of wind turbine blades transported from Quy Nhon Port to the project site in Gia Lai Province. The insurance relationship incorporated by reference the Rules of Inland Cargo Insurance promulgated under Decision No. 59/2019/QĐ-BHHK (“Rule 59”), which formed an integral part of the contractual terms and governed issues of coverage, exclusion, and claims settlement.

### *3.2. Facts of the Case and Nature of the Loss*

Two separate accidents occurred within five days of each other while the convoys were navigating the An Khe Pass on National Highway 19. The vehicles transporting the blades both overturned and the transport combinations tipped over, causing the blades to fall and suffer severe structural damage at multiple positions, resulting in irreparable total losses with a claimed compensation value of over 6.4 billion VND.

The conflict centered on two main issues: the legal definition of the weather event and the technical standard for safety compliance. The argument about the definition of “wind gusts” and “whirlwind” was the primary legal dispute. The policy specifically listed "whirlwind" (gió lốc) as one of the insured risks under Article 3 of Rules of Inland Cargo Insurance.

In order to fully grasp the development and the eventual outcome of the lawsuit, the responsibilities of each party involved must be made clear. As the party managing the transport, MJCT.,JSC bore the primary responsibility for ensuring the cargo's safety through sticking strictly to requirements which included not only Vietnam's traffic laws but also the technical protocols of Shandong Titan Vehicle, the “Adapter's” manufacturer. The Insured was obliged to adhere to a wind limits, speed limits and the instalment of a wind measurement device.

VNI, the Insurer, was responsible for indemnifying valid claims under the "Rules of Cargo Insurance" but retained the right to verify the cause of loss. VNI had a duty to appoint independent inspection agencies to determine the cause of the accident and pay for losses in case a “whirlwind” or “overturning” truly led to the damage.

SDVIC.,JSC was the original beneficiary and the construction contractor. Their responsibility effectively ended before the lawsuit because MJCT voluntarily compensated SDVIC for the damaged blades to maintain the progress of their project. As a result, SDVIC had transferred all insurance claim rights to MJCT, making MJCT the sole claimant in court.

The Insured attributed the accidents to sudden, unexpected "wind gusts" (reaching 14-17 m/s), arguing this was a force majeure event covered under the policy. However, the Insurer denied the claim based on independent inspections which distinguished the actual cause - "wind gusts" (gió gật) - from the policy's covered risk of "whirlwinds" (gió lốc), noting these are legally and scientifically distinct phenomena. Furthermore, the court found the carrier violated safety

protocols by operating in wind conditions exceeding the manufacturer's limit ( $\geq 8$  m/s) and moving at speeds of 6-12 km/h, surpassing the 5 km/h safety limit required for such loads on slopes, ultimately placing the loss outside the scope of insurance responsibility.

### 3.3. Arguments on Liability, Safety Compliance, and Peril Interpretation

<b>Issue</b>	<b>Insured's Position (MJCT.,JSC)</b>	<b>Insurer's Position (VNI)</b>
<b>Nature of Risk</b>	The accidents were caused by sudden, unforeseeable "wind gusts" (14-17 m/s) , constituting a force majeure event.	"Wind gusts" ( <i>gió giật</i> ) are scientifically and legally distinct from "whirlwinds" ( <i>gió lốc</i> ). Only "whirlwinds" are listed as an insured peril.
<b>Weather Compliance</b>	Monitoring data showed wind speeds below 5 m/s prior to the accidents, indicating safe operational intent.	Actual wind conditions during the accident (14-17 m/s) exceeded the manufacturer's mandatory limit of no faster than 8 m/s.
<b>Operational Speed</b>	Speed (6-7 km/h) was within the no faster than 10 km/h limit authorized by the transport permit and the 20 km/h manual limit.	Speed (6-12 km/h) exceeded the 5 km/h safety limit required by the manufacturer for navigating curved slopes with raised blades.
<b>Safety Equipment</b>	Personnel possessed valid licenses and manufacturer-issued training certificates for the specialized equipment.	The Insured failed to install mandatory wind sensors on the blade tips and training documents were allegedly not genuine.

### ***3.4. Defenses and Arguments of the Insurer***

In May 2024, the People's Court of Thanh Xuan District ruled in favor of the Insured, accepting their claim that the loss was considered as a covered risk. The Insurer's denial was rejected and VNI was ordered to fully indemnify the Insured for the loss of the two wind turbine blades. Specifically, the court compelled VNI to pay a total of approximately 7.78 billion VND, which included 6.4 billion VND in insurance compensation and over 1.36 billion VND in interest for late payment.

Upon appeal, the People's Court of Hanoi reversed the lower court's decision, placing significant weight on the technical findings of independent inspection agencies (N.B and B.D Inspection Companies). The appellate court reasoned that these expert reports were neutral and objective. Although MJCT.,JSC argued the reports were inaccurate, the court noted that the insured had failed to exercise their legal right to request a new independent assessment to counter the findings. Consequently, the court accepted the factual determination that the accidents were caused by "wind gusts" and that the transport operation failed to meet safety standards.

The appellate court provided two primary legal bases for the claim's denial:

- ***Nature of the Risk***: The court stated that the cause of loss - "wind gusts" - was legally and scientifically distinct from the insured peril of "whirlwinds" (gió lốc) listed in the policy. By citing meteorological data and other legal decrees, the court explained that while whirlwinds involve vortexes and wider scopes, gusts are instantaneous wind speed increases. Since the policy strictly covered "whirlwinds," the "wind gusts" encountered were not an insured risk.
- ***Safety Violations***: The court found that MJCT.,JSC violated safety protocols, triggering exclusion clauses. According to evidence, the vehicles exceeded the safe speed limit of 5 km/h (traveling at 6-12 km/h) and failed to have mandatory wind measurement devices equipped on the blade tips. The conclusion was that these failures prevented the operators from anticipating risks and contributed to the accidents.

Based on the reasoning that the loss fell outside the scope of insured risks and was compounded by the insured's failure to ensure safety, the appellate court accepted VNI's appeal. In Judgment No. 52/2025/KDTM-PT dated March 17, 2025, the court overturned the first-instance verdict and

completely dismissed MJCT.,JSC's petition, ruling that VNI had no obligation to compensate for the loss of the wind turbine blades.

#### **4. Discussion**

##### ***4.1. Judicial Interpretation of Coverage Conditions***

The Appellate Court applied a strict, technical distinction between the specific insured peril of "whirlwind" (gió lốc) listed in the policy and the actual cause of the loss, identified as "wind gusts" (gió giật). Relying on meteorological definitions and legal provisions (such as the Prime Minister's Decision 18/2021/QĐ-TTg), the court determined that a "whirlwind" is marked by a vortex motion, a considerable space scale of several square kilometers, and considerable duration, whereas a "wind gust" is a sudden and instantaneous change in wind speed.. Although the insured argued that the sudden and powerful wind gusts constituted a force majeure event that should have been included in the insurance policy's intent, the court determined that the incident caused by "wind gusts", a scientifically distinct phenomenon from "whirlwinds", had not satisfied the conditions prescribed by Article 3 of Rules of Inland Cargo Insurance provided by VNI.

The court adopted a literal, narrow interpretation of the insurance contract and therefore, did not accept the interpretation of the contract that the trial court had adopted. Instead of adopting a broad interpretation of the word "whirlwind" that encompasses all types of hazardous wind conditions or extreme weather, the court adhered to a rigid exclusion of any wind phenomenon not explicitly named in the policy. The judgment clearly stated that although "wind gusts" is an objective phenomenon, the two parties did not intend to cover the risks. The restrictive approach of the court was further emphasized by the court's strict application of the safety exclusion principle. The court clearly stated that the failure of the insured to use wind devices and the use of vehicles at a speed slightly above the recommended speed of 6-12 km/h instead of <5 km/h justified the denial of the payment by the insurer.

The judgment clearly departed from the principle of contra proferentem, which is the interpretation of the ambiguity of the contract in favor of the insured. Instead of adopting the technical distinction between "gusts" and "whirlwinds" and covering the risks for the insured, the court clearly stated that the two parties, being legal entities, must recognize the distinction between "gusts" and "whirlwinds" and their technical differences when entering the contract. The court clearly stated

that the insured had the burden of precision and that the mere failure of the insurer to articulate the specific word "wind gust" in the contract meant that the insurer had no burden of indemnification, irrespective of the accidental nature of the loss. The court's approach clearly prioritized the need for the two parties to adhere strictly to the contract and the regulations over the insured's commercial purpose of covering the risks for the transport business.

#### ***4.2. Application of Exclusion Clauses and Safety Requirements***

The appellate court was very strict in the enforcement of the safety-related exclusions, prioritizing the technical specifications over the general compliance. Although the MJCT., JSC argued that their speed of 6-7 km/h was within the broad range of " $\leq 10$  km/h" as specified in their circulation permit, the appellate court was very rigid in the enforcement of the equipment manufacturer's manual specifying the speed to be less than 5 km/h while traversing slopes with blades raised to a 10-degree angle. Additionally, the appellate court upheld the insurer's exclusion based on the "unsafe traffic conditions" (Article 5 of Rules of Inland Cargo Insurance) by referencing the failure of the insured to install wind-measuring devices at the blade tips as specified in the transport plan. The appellate court was very rigid, rejecting the plaintiff's argument that they had complied with the legal requirements for road circulation.

The court determined that the technical violations regarding speed and equipment automatically justified the denial of the claim by establishing a causal link between the insured's "fault" and the loss. The judgment determined that traveling at a speed of between 6 and 12 km/h, which is above the allowed speed of 5 km/h, would have caused "acceleration forces" that combined with wind gusts and contributed to the overturning of the vehicles. The court further determined that the lack of handheld wind sensors and blade tip wind sensors prevented the operators from being able to "predict the situation" and take action to prevent the loss. The demonstration of these technical violations by the insurer convinced the court that the loss was not simply fortuitous or the result of force majeure, but that it resulted from the insured's operation at a speed that exceeded the safe speed limit established by the manufacturer and the transport plan.

The reasoning used by the court in this case has established a legal precedent that places risk on insurance contracts that can turn insurance contracts into waivers of liability, where the insurance contract is automatically voided by any technical violation in the operation of the insured's property. The judgment determined that the insured "must know" the legal and scientific difference

between wind gusts, which are excluded, and whirlwinds, which are insured, and that the insured must comply with every technical parameter in order to qualify for insurance, placing a significant burden on the insured. The determination by the court that the insured must comply with every parameter in order to qualify for insurance suggests that if there is any factor in the loss that is not named in the insurance contract, then the insurer is not liable. Arguably, such a determination by the court restricts the purpose of insurance, which is typically to cover losses that result from accidents and unforeseen circumstances, including those that result from judgments made by the insured in the operation of the insured's property.

#### ***4.3. Comparison with General Insurance Law Principles***

In general insurance law, exclusion clauses are traditionally interpreted according to the principle of *contra proferentem*, whereby ambiguities in policy wording are construed against the drafter, usually the insurer, and in favor of coverage for the insured (Clarke, Burling and Purves, 2009). This principle is particularly concerning exclusion clauses, which are subject to narrow and strict interpretation.

In contrast, the appellate court in Judgment No. 52/2025/KDTM-PT adopted a literal and technical approach. Rather than resolving ambiguity in favor of the insured, the court placed the burden of technical and scientific understanding on both contracting parties, asserting that as legal entities, they “must know” that “wind gusts” (gió giât) and “whirlwinds” (gió lóc) constitute distinct meteorological phenomena. By enforcing a rigid scientific distinction and refusing to interpret “whirlwind” broadly to encompass severe gusts, the court departed from the *contra proferentem* doctrine commonly applied in international insurance jurisprudence.

Furthermore, international insurance law generally recognizes that the commercial purpose of insurance is the transfer of risk, including fortuitous losses arising from operational error, unless such risks are clearly and expressly excluded (Lowry, Rawlings and Merkin, 2011). However, the judgment effectively transforms the insurance contract into a conditional liability arrangement, where coverage is contingent upon strict technical compliance and operational perfection.

With respect to evidentiary standards, courts in many jurisdictions treat expert reports as persuasive but not determinative, subjecting insurer-appointed adjusters to scrutiny regarding independence, methodology, and causal reasoning. In this case, the appellate court accorded

decisive weight to the findings of insurer-appointed inspection agencies, reasoning that the insured's failure to request a counter-assessment under Article 48 of the Law on Insurance Business rendered the insurer's evidence conclusive. This approach imposes a significantly higher procedural burden on the insured compared to jurisdictions where courts may independently assess the plausibility of competing causal narratives without requiring a formal counter-expert report.

Finally, the court's interpretation of safety-related exclusion clauses reflects an exceptionally stringent standard. By treating minor deviations from manufacturer guidelines as sufficient to constitute "unsafe traffic conditions," the judgment imposes a standard of technical perfection on the insured. In international practice, such an approach risks undermining the commercial value of insurance contracts, as it allows coverage to be denied for ordinary operational variances that are inherent in complex transport activities. Specifically, in the UK's Insurance Act 2015, the Insurer shall not be waived of their responsibility towards damages where the effect of the Insured's error does not apply. In *Lonham Group Ltd v Scotbeef Ltd & Anr* [2025] EWCA Civ 203, clear warranties still have serious consequences, but those consequences are specifically tied to losses occurring after the breach (Mishcon de Reya, 2025).

#### ***4.4. Systematic judicial trends in Vietnamese Cargo Insurance***

While Judgment No. 52/2025/KDTM-PT is specific to the Hanoi jurisdiction, the court's reasoning signals a broader systematic trend in Vietnamese judicial practice since the People's Court of Hanoi is one of the leading indicators nationwide. The court has been shown to be moving towards requiring absolute compliance with technical manuals, which gives way for insurance companies to turn lawsuits into responsibility waivers. Although one of insurance policies' main purposes is to leave room for errors which, for instance in this case, was the Insured failing to install the measuring device required. The "nitpicking" practice offers to be a negative precedent away from the traditional values of insurance. The Insurer was waived of their responsibility regardless of whether the speed actually caused the damage.

More importantly, this legal decision raises a concern about how Vietnamese courts increasingly favor literalism while ignoring the true commercial purpose of the contract and the contra proferentem practice. Despite "wind gusts" and "whirlwind" being technically different, the term in the insurance policy, at the contract's conclusion, for the Insured, was included to indicate

similar types of potential harmful atmospheric phenomena. With the final judgement presented, it signals a “strict literalist” approach in the future of cargo insurance jurisdiction.

## **5. Implications and Recommendations**

### ***5.1. Implications for Insurance Companies***

The judgment shows the importance of contractual drafting and technical precision in determining insurers’ liability in inland cargo insurance. Through a strict and literal interpretation of insured perils and exclusions, the court confined coverage to the express policy wording as “whirlwinds” and “wind gusts”. This approach favors textual certainty over broader commercial expectations of protection. While precise drafting strengthens insurers’ legal position, excessive technical rigidity may weaken the risk-sharing function of insurance. The case also highlights insurers’ evidentiary advantage arising from early reliance on loss adjusters and technical experts.

### ***5.2. Implications for Transport and Logistics Enterprises***

For transport and logistics enterprises, the judgment clarifies that regulatory permits and general compliance are insufficient where transport conditions depart from manufacturer specifications or approved technical plans. Operational manuals and safety guidelines were treated as legal standards for assessing insurance liability. The case also highlights the value of objective operational and environmental data, including speed and weather records, in judicial fact-finding. In addition, it highlights the need for greater risk awareness at the contract formation stage, as inland cargo insurance for oversized or high-risk transport may offer narrower protection than expected and make the insured have more significant operational risk.

### ***5.3. Legal and Policy Implications for the Vietnamese Insurance Framework***

At a broader level, the case reveals challenges in the practical allocation of evidentiary burdens in technically complex disputes. Although insurers formally bear the burden of proving exclusions, reliance on insurer-appointed experts may effectively reverse this position. Courts should therefore require a clear showing that any technical violation constituted the proximate cause of the loss, rather than permitting claim denials based on minor or non-causal deviations. Clearer judicial guidance and regulatory refinement would enhance predictability and fairness.

## 6. Conclusion

This study has examined disputes arising from inland cargo insurance contracts in Vietnam through an in-depth analysis of Judgment No. 52/2025/KDTM-PT between MJCT.,JSC and VNI. The case demonstrates that judicial outcomes in inland cargo insurance disputes are largely shaped by strict contractual interpretation, rigorous enforcement of exclusion clauses, and the decisive evidentiary role accorded to technical and expert assessments. In adopting a narrow and literal approach to insured risks and safety requirements, the appellate court effectively conditioned insurance coverage on precise technical compliance rather than on broader commercial expectations of risk transfer.

From an academic perspective, the research contributes to the limited body of Vietnamese scholarship on inland cargo insurance by clarifying how fundamental insurance law principles—such as indemnity, proximate cause, and the allocation of the burden of proof—are applied in judicial practice. At the same time, the analysis highlights a divergence between Vietnamese judicial reasoning and international approaches that emphasize purposive interpretation and protection of the insured.

From a practical standpoint, the findings underscore the importance of careful policy drafting by insurers and heightened technical and evidentiary preparedness by transport and logistics enterprises, particularly in relation to high-risk and oversized cargo operations. Future research may build on this study through comparative analysis or by assessing the adequacy of Vietnam's insurance framework in addressing increasingly complex transportation risks.

## 7. Reference

Cornell Law School (2025). *Contra Proferentem*. [online] LII / Legal Information Institute. Available at: [https://www.law.cornell.edu/wex/contra\\_proferentem](https://www.law.cornell.edu/wex/contra_proferentem). [Accessed 1 Feb. 2026]

Clarke, M.A., Burling, J.M. and Purves, R.L. (2009). *The Law of Insurance Contracts*. London: Informa.

Lowry, J., Rawlings, P. and Merkin, R. (2011). *Insurance Law*. Bloomsbury Publishing.

Mishcon de Reya (2025). *A warning on warranties a decade on from the Insurance Act 2015*. [online] Mishcon de Reya LLP. Available at: <https://www.mishcon.com/news/a-warning-on-warranties-a-decade-on-from-the-insurance-act-2015> [Accessed 7 Feb. 2026].

Thủ tướng Chính phủ (2021). *Decision No. 18/2021/QĐ-TTg Dated April 22, 2021 on Natural Disaster forecast, Warning and Information Transmission and Disaster Severity Levels*. [online] Thư Viện Nhà Đất. Available at: <https://thuviennhadat.vn/van-ban-phap-luat-viet-nam/decision-18-2021-qd-ttg-natural-disaster-forecast-warning-and-information-transmission-474742.html> [Accessed 1 Feb. 2026].

thuvienphapluat.vn (2022). *08/2022/QH15 in Vietnam, Law 08/2022/QH15 Insurance Business in Vietnam*. [online] THƯ VIỆN PHÁP LUẬT. Available at: <https://thuvienphapluat.vn/van-ban/EN/Doanh-nghiep/Law-08-2022-QH15-insurance-business/524310/tieng-anh.aspx>. [Accessed 1 Feb. 2026]

thuvienphapluat.vn (2025). *Law No.24/2000/QH10 of December 09, 2000 on Insurance Business*. [online] THƯ VIỆN PHÁP LUẬT. Available at: <https://thuvienphapluat.vn/van-ban/Doanh-nghiep/Law-No-24-2000-QH10-of-December-09-2000-on-insurance-business-78203.aspx> [Accessed 1 Feb. 2026].

Tòa án Việt Nam (2025). *Bản án: Số 52/2025/KDTM-PT Ngày 17/03/2025 Của TAND TP. Hà Nội Công Ty Cổ Phần Vận Tải Đa Q.G-Tổng Công Ty Cổ Phần Bảo Hiểm H.K - Tranh Chấp Về Bảo Hiểm*. [online] Toaan.gov.vn. Available at: <https://congbobanan.toaan.gov.vn/2ta1876902t1cvn/chi-tiet-ban-an> [Accessed 1 Feb. 2026].

Vietnam National Insurance (2019) *Rules of Inland Cargo Insurance (Decision No. 59/2019/QĐ-BHHK)*. Hanoi: Vietnam National Insurance.