

This English version was translated from Vietnamese

# **ELECTRONIC EQUIPMENT INSURANCE WORDING**

*(The Vietnamese Original version was issued in accordance with the Decision  
No.: 02QĐ/BH-PAC-13 dated August 19, 2013 of Phu Hung Assurance Corporation)*

Whereas the Insured named in the schedule hereto has made to **Phu Hung Assurance Corporation** (hereinafter called "Phu Hung") a written proposal by completing a questionnaire which, together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein,

**Now this Policy of Insurance witnesses that**, subject to the Insured having paid to Phu Hung the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, Phu Hung will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

### **GENERAL EXCLUSIONS**

Phu Hung shall not indemnify the Insured in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or his representatives.

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

### **GENERAL CONDITIONS**

1. The due observance and fulfilment of the terms 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 questionnaire and proposal made by the Insured shall be a condition precedent to any liability of Phu Hung.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy, of the schedule or of the section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of Phu Hung to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4.
  - a) Representatives of Phu Hung shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of Phu Hung with all details and information necessary for the assessment of the risk.
  - b) The Insured shall immediately notify Phu Hung by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by Phu Hung.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
  - a) immediately notify Phu Hung by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
  - b) take all steps within his power to minimize the extent of the loss or damage;
  - c) preserve the parts affected and make them available for inspection by a representative or surveyor of Phu Hung;
  - d) furnish all such information and documentary evidence as Phu Hung may require;
  - e) inform the police authorities in the case of loss or damage due to burglary.

Phu Hung shall on no account be liable for loss or damage of which no notice has been received by Phu Hung within 14 days of its occurrence. Upon notification being given to Phu Hung under this condition, the Insured may carry out repairs of or make good any minor damage; in all other cases a representative of Phu Hung shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of Phu Hung does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of Phu Hung under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of Phu Hung, or if temporary repairs are carried out without Phu Hung's consent.

6. The Insured shall at the expense of Phu Hung do and concur in doing and permit to be done all such acts and things as may be necessary or required by Phu Hung in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which Phu Hung are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by Phu Hung.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference 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 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 to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against Phu Hung.
8.
  - a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and Phu Hung shall not be liable to make any payment hereunder.
  - b) In the event of Phu Hung disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, Phu Hung shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
10. This Policy may be terminated at the request of the Insured at any time, in which case Phu Hung will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of Phu Hung by seven days' notice to that effect being given to the Insured, in which case Phu Hung will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges Phu Hung may have incurred and less any long-term discount on premiums granted.
11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy.

Upon payment of an indemnity Phu Hung may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.

12. The indemnity shall be payable 15 days after determination by Phu Hung of the full amount due.

Notwithstanding the above, the Insured may, one month after Phu Hung have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.

Phu Hung shall be entitled to withhold indemnification

- a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by Phu Hung of the necessary proof;
- b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

## **SECTION 1 - MATERIAL DAMAGE**

### **Scope of Cover**

Phu Hung hereby agree with the Insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and Phu Hung may accept the premium for the renewal of this Policy, the items or any part thereof entered in the schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, Phu Hung will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at Phu Hung' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

### **Special Exclusions to Section 1**

*Phu Hung shall not, however, be liable for*

- a) the deductible stated in the schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- c) loss or damage directly or indirectly caused by theft;
- d) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to Phu Hung or not;
- e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- f) loss or damage as a direct consequence of the continual influence of operation (e.g wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;

- h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (eg lubrication oil, fuel, chemicals);
- m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under l) and m) above, Phu Hung shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

## **Provisions Applying to Section 1**

### **Memo 1 - Sum Insured**

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, eg, freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, Phu Hung shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

### **Memo 2 - Basis of indemnity**

- a) In cases where damage to an insured item can be repaired, Phu Hung shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, Phu Hung shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.

- b) In cases where an insured item is destroyed, Phu Hung shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. Phu Hung shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule.

(Phu Hung may agree - by application of the relevant endorsement – to extend this insurance to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing. The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The costs of any provisional repairs shall be borne by Phu Hung if such repairs constitute part of the final repairs and do not increase the total repair expenses.

Phu Hung shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

## **SECTION 2 – EXTERNAL DATA MEDIA**

### **Scope of Cover**

Phu Hung hereby agree with the Insured that if the external data media entered in the schedule inclusive of the Information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Policy, Phu Hung will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and Phu Hung may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.

### **Special Exclusions to Section 2**

Phu Hung shall, however, not be liable for

- a) the deductible stated in the schedule to be borne by the Insured in any one occurrence;

- b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of, information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

## **Provisions Applying to Section 2**

### **Memo 1 - Sum Insured**

It shall be a requirement of this insurance that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

### **Memo 2 - Basis of Indemnity**

Phu Hung shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, Phu Hung shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by Phu Hung.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

## **SECTION 3 - INCREASED COST OF WORKING**

### **Scope of Cover**

Phu Hung hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, Phu Hung will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance, provided always that such interruption occurs during the period of insurance stated in the schedule, or during any subsequent period for which the Insured pays and Phu Hung may accept the premium for the renewal of this Policy.



### **Special Exclusions to Section 3**

Phu Hung shall, however, not be liable for any additional expenditure incurred as a result of

- a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;
- b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

### **Provisions Applying to Section 3**

#### **Memo 1 - Sum Insured**

It shall be a requirement of this insurance that the sum insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.

Phu Hung shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefor have been entered in the schedule.

#### **Memo 2 - Basis of Indemnity**

In the event of failure of the EDP equipment insured Phu Hung shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, Phu Hung shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.