

This English version was translated from Vietnamese

MONEY 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 by a proposal has applied to **Phu Hung Assurance Corporation** (hereafter called "Phu Hung") for the indemnity hereinafter expressed and has paid or agreed to pay the agreed premium, Phu Hung agrees to provide Insurance Cover as follows:

I. CASH IN TRANSIT

Scope of Cover

1. Subject to the terms and conditions contained herein or endorsed hereon Phu Hung will indemnify the Insured against loss, destruction or damage of Money i.e. Cash, Travelers Cheques, Credit Card, Vouchers due to Robbery during transit by car in the custody of the Insured or his authorized representative within the territory of Vietnam along the routes stated in the Schedule.

The term "Robbery" shall apply if

- a) Violence or other means are used against a person to eliminate any resistance against robbery and theft of the insured property;
 - b) Due to the threat of death and bodily injury, a person surrenders or give up the insured property;
 - c) The property insured is taken away when, following an accident or another cause without the bailee's fault, his power of resistance is eliminated due to an impairment of his physical condition.
2. Phu Hung provides on a first loss basis up to the sum insured agreed for the conveyance for losses occurring during the Period of Insurance stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal of the Policy.

Exclusions

The Company shall not be liable under this Policy in respect of consequence whether direct or indirect of:

1. conveyances of professional cash - transporting firms;
2. misappropriation, secretion, conversion, infidelity or any fraudulent or dishonest act on the part of the Insured or other party of interest, his or their employees or agents or others;
3. willful actor willful negligence of the Insured;
4. unexplained loss, mysterious disappearance, loss or shortage disclosed upon taking inventory, shortages due to clerical or accounting errors or omissions, faulty operation;
5. consequential loss, loss or shortage due to depreciation or currency fluctuation;
6. loss from an unattended vehicle, ordinary theft, theft by trickery;

7. liability claims, bodily injury or damage to conveyances;
8. loss, destruction or damage due to aircraft and other aerial devices traveling at sonic or supersonic speeds and their pressure waves;
9. loss, destruction or damage due to wear and tear, moth, vermin, termites or other insects;
10. loss, destruction or damage due to earthquake, volcanic eruption, flood, typhoon, cyclone, hurricane, tornado or other convulsion of nature or atmospheric disturbance;
11. loss, destruction or damage directly or indirectly arising from delay, confiscation or detention by Customs or other Officials or Authorities;
12. loss destruction or damage due to war, civil war, warlike operations (whether war be declared or not), invasion act of foreign enemy, hostilities, military, or naval or usurped power, martial law, state of siege, revolution, rebellion, riot, strike, civil commotion, insurrection, mutiny, conspiracy, act of terrorism confiscation or destruction by order of any Government or Public Authority;
13. loss destruction or damage due to nuclear reaction, nuclear radiation or radioactive contamination.

II. CASH IN PREMISES

Scope of cover

Phu Hung shall provide indemnification following the loss of, damage to or the destruction of the Money i.e. Cash, Travelers Cheque, Credit Card, Vouchers arising from burglary, theft leading to robbery or robbery or an attempt to commit one of these acts within the Insured Premises stated in the Schedule.

1. The term “burglary” shall apply if a person
 - a) gains entry to the premises by breaking in;
 - b) breaks open a safe, vault or other receptacle within the premises;
 - c) gains entry to the premises by means of an original key he has obtained by burglary or robbery;
 - d) sneaks onto the premises i.e. secretly enters the premises and attempts to keep his presence undetected by third parties. However, insurance protection shall be provided only in the event that the person leaves traces when exiting from the premises which can be used as evidence.
2. The term theft leading to robbery shall apply if the person is encountered in the act of stealing and then takes measures as defined in 1.c) to retain possession of the stolen property.
3. The term robbery shall apply if

- a) violence is used against the Insured or one of his employees to eliminate any resistance to surrendering the insured property.
- b) the Insured or one his employees surrenders the insured property or allows it to be taken from his due to the threat of bodily injury or death to be committed on the insured premises - if there is more than one insured location, the one at which the threat was make shall apply;
- c) the insured values are taken from the Insured or his employees because his or their power of resistance is eliminated due to all impairment of his or their physical condition as a result of an accident or other cause for which he or they cannot be held responsible.

For the items 3.a) - 3.c) a member of the Insured's family of legal age who has been placed in charge of the insured values for a limited period shall be considered to have the same status as an employee.

Exclusions

The insurance shall not cover losses arising directly or indirectly from

1. misappropriation falsification, fraud and other acts committed willfully or gross negligence on the part of the Insured, members of his family or household or his employees;
2. inexplicable loss, mysterious disappearance, shortages in the inventory, shortages caused by accounting errors or counting errors during inventory;
3. simple theft, shoplifting, theft by trickery. etc., i.e. all types of theft which do not involve the direct threat of violence against persons or objects;
4. manipulation or misuse electronic data processing equipment; also excluded shall be damage of any kind to such equipment (hardware and software);
5. fire explosion or leaking mains water even if such damage occurs as a result of burglary;
6. acts of foreign enemy, any of kind of wars, civil commotion, seizure, earthquake or nuclear energy.

III. GENERAL CONDITIONS

This policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached to any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. The interest of the Insured under this policy shall not be assignable except with the written consent of Phu Hung.
2. The Insured shall take all reasonable precautions for the safety of the Money and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall:

- a) give notice to the police and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the Money;
- b) give notice thereof to Phu Hung in writing and within seven days thereafter deliver to Phu Hung a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall Phu Hung be liable for any loss not notified to Phu Hung within fourteen (14) days after the event.

3. Phu Hung may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the money lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. Phu Hung shall be entitled to any of the Money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignment and assurances in respect of such Money as may be reasonably required.
4. No claim shall be recoverable hereunder if any change shall be made in the conditions of the risk as existing at the time of acceptance unless the written consent of Phu Hung thereto be first obtained.
5. A proper record shall be kept in the books of the Insured of all the Money insured (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all allow Phu Hung to inspect such books. A proper record shall also be kept of all Money in the safe/s strong room/s in some place other than the said safe/s or strong room/s.
6. If at the time of any loss there be any other insurance effected by or on behalf of the Insured covering any of the Money the liability of the Insured hereunder shall be limited to its rateable proportion of such loss.
7. Phu Hung may cancel this Policy by sending seven day's notice by registered letter or letter remitted against receipt to the Insured at his last known address and in such event shall be returned a proportionate part of the premium corresponding to the unexpired period of indemnity.
8. If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Phu Hung.
9. The due observance and fulfillment of terms conditions this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and any correspondence relative there to shall be conditions precedent to any liability of Phu Hung to make any payment under this Policy.