

This English version was translated from Vietnamese
**PRIVATE HOUSEHOLDER
FIRE INSURANCE WORDING**

*(The Vietnamese Original version was issued in accordance with the Decision
No.: 11QĐ/BH-PAC-13 dated November 11, 2013 of Phu Hung Assurance Corporation)*

CHAPTER I: DEFINITIONS

Phu Hung	Phu Hung Assurance Corporation.
Risk	The possibility of loss.
Insured risks	The risks which was Insured and stated in the Schedule.
Fire	Chemical reaction with heat and flame.
Conflagration	Fire happened uncontrollable except specialized fire and caused loss or damage to surrounding property and bodily injury.
Insured property	All property, including the building and/or inner property stated in the Schedule and/or attached list of asset.
The Insured	The owner, the tenant, the person, authorized to manage, use the insured property, stated in the Schedule.
Building	The construction being brick, stone or concrete built and roofer with tiles, metal, Fibro or concrete include landlord's fixtures and fittings, its outbuildings, gates, fences; used for accommodation and/or office and/or household business; located in Vietnam and stated in the Schedule.
The inner property	Things, domestic appliances and inside property stated in the Schedule and/or List of asset belong to the Insured or under the Insured's management, control or custody, including machines fixed on unfixed equipment, and/or telephone, electricity or gas using equipment, but not include: Money (money paper or coin), cheques, L/C, bonds, stamp, documents, drafts, papers, gold, precious stones, precious metal, jewelry, antiques, worshipping things, drawings or designs, explosive, livestock, pets, unless specified in the Schedule.
Costs of removal of debris	The expenses necessarily in the removal of debris, dismantling or demolishing of the property insured destroyed or damaged by risks insured against specified in the Schedule.
Sum Insured	The value of the insured property, stated in the insurance application form and/or attached list of asset and approved by Phu Hung. Sum insured is the maximum limit of liability of Phu Hung, in term of total insured property or each item of the insured property.
Premium	The amount of money that the Insured pay to Phu Hung in order to be indemnified in case of loss caused by the insured risks.
Deductible	The amounts of money stated in the Schedule that the Insured has to incur in respect of each and every loss.
Consequences	The financial loss of the Insured arises from or as a consequence of loss or damage caused by the event of loss.

CHAPTER II: COVERAGE

Subject to the conditions contained herein or endorsed (if any) accepted by the Insured, that if after payment of the Premium, Phu Hung shall pay to the Insured the indemnity for physical loss of the Insured property caused by the risks below (called **Risk A**):

- Fire;
- Lightning;
- Explosion of boilers used for domestic purposes only, gas used for domestic purposes or used for lighting or heating, but not as the explosion of boilers, gas used for commercial purposes.

Phu Hung shall also reimburse the Insured for the cost of clearance of debris with the highest limit of sum Insured stated in the Insurance Policy/Schedule, provided that the Insured had such requirement and paid the extra premium.

CHAPTER III: EXCLUSIONS

Phu Hung will not indemnify the Insured against:

1. Damage caused by the accomplice or attention acts of the Insured.
2. The tricks or fraudulent methods to get benefit from this insurance policy of the Insured or the Insured's legally representative. In that case, the right of the Insured will be void and the person committed such acts shall bear the legal liability.
3. Any loss directly or indirectly caused by or contributed to by or arising from:
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war or such similar acts.
 - (b) Mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (c) Terrorism (the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of public in fear).
4. Any Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
5. Any Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. The term "combustion" shall include any self-sustaining process of nuclear fission.
6.
 - (a) Any loss due to the building is empty, unoccupied and so remain for a period of more than 60 days.
 - (b) Any loss or damage to the insured property due to the Insured's permanent or temporary dispossession resulting from confiscation, seizure, requisition, recovery, destruction in according with of the local competent authorities or the Vietnamese legal provisions.
7. Any loss due to its own spontaneous fermentation or heating or undergoing any process involving the application of heat.

8. Any consequential loss or damage.
9. Any loss does not caused by or contributed to by or arising from fire, thunder striking, boilers explosion stated in Chapter II, unless as Phu Hung may in writing allow.
10. Gold, precious stones, cheques, stamps, bonds, valuable documents such as documents, manuscripts ...
11. Damage of machines due to its own inner risks suck as overload, short circuit.

CHAPTER IV: GENERAL PROVISIONS

1. This Policy and the Schedule and Endorsement (if any) and Specification (which form an integral part of this Policy) shall be read together as one contract.
2. Unless otherwise expressly stated nothing contained herein shall give any rights against Phu Hung to any person other than the Insured. Further Phu Hung shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until Phu Hung shall by endorsement hereon declare the insurance to be continued. The extension of Phu Hung's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge Phu Hung's liability hereunder.
3. If any event giving rise to or likely to give rise to a claim under this Policy, the Insured shall provide all information, documents related to the loss under this Policy.
4.
 - a) If the property hereby insured shall, at the commencement of any Damage under the coverage subject to this Policy, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. The claim settlement amount is equal to actual amount of loss multiple by the proportion between the sum insured and value of the insured property. Every item, if more than one, of the policy shall be separately subject to this Condition.
 - b) If the actual damaged of the insured property hereby insured shall, at the commencement of any Damage under the coverage, be collectively of less value than the sum insured thereon stated in the Schedule, Phu Hung shall only have to pay indemnities for the damage not exceeding the of actual value damaged of the insured property. Under any circumstances, the limit of liability of Phu Hung shall not exceed the sum insured stated in the insurance Policy/Schedule.
 - c) If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances covering either such loss or any part of it or the same property, Phu Hung shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
5. Phu Hung and any person authorized by Phu Hung shall at any reasonable time have the right to request the insured agrees to inspect and examine subject matter, when the Insured received such request, the Insured shall provide legal representatives of Phu Hung with all necessary details and information to assess the risks of the subject matter.

6. The Insured shall immediately notify Phu Hung of any material change in the risk and cause at this own expense such additional precautions to be taken as circumstances may require and take all reasonable precautions and comply with all reasonable recommendations of Phu Hung to prevent loss, damage and comply with statutory requirements and manufactures' recommendations, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

Phu Hung shall not indemnify for any loss caused by the faults or defects that Phu Hung had recommended and required to change, repair but the Insured did not comply with.

7. In the event of any occurrence of loss under the coverage, the Insured shall inform Phu Hung by the fastest means possible (telephone, telegram, fax...) within 24 hours and inform in writing within 05 days. Within 30 days from the date of loss, the Insured shall provide Phu Hung the claim letter and the reasonable information and proofs are Phu Hung requires. In the event of fire occurrence, the Insured shall immediately inform nearest fire brigade department.

In case of failing to inform in time according to the regulations of Phu Hung, Phu Hung shall disclaim or refuse the claim payment depending on the extent.

8. Phu Hung or and any person authorized by Phu Hung has the right to carry out the following activities:

- Enter and coordinate with the authorities take or keep possession of the Premises where such DAMAGE has occurred to seal and seizure the insured property, to deal with such Property for all reasonable purposes in any reasonable manner. with the salvage property. No property may be abandoned by Insured.
- To undertake in the name and on behalf of Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

9. The claim file shall include:

- Notification of loss.
- Written request for indemnity details of damage.
- Damage survey report of Phu Hung or other surveyor companies.
- Report of determining the extent of damage issued by Fire brigade department (if any).
- Insurance Policy/Schedule.
- True certified copies of invoice, money receipt, voucher, payment order, cheques... to prove for the paid premium.
- Other receipts, vouchers to determining the extent of damage (if any).
- Legal dossier of the building.

10. a) Phu Hung will process and settle the claim within 15 days from the date of receipt of full set of documents as required.
- b) Within 30 days from the date Phu Hung informs in writing regarding notice of indemnity, if there is not any complaint provides by the Insured it will be understood that the Insured has agreed with the claim settlement of Phu Hung. In case the Insured has different opinions, the Insured has to inform Phu Hung in writing.

- c) Time limit for right of action against disputes arising out of this policy is two (2) years since the date the date of loss.
11. a) This Policy may be terminated at any time at the request of the Insured, provided that the Insured informs Phu Hung in writing 30 days in prior. In which case Phu Hung will retain the customary short period rate for the time the Policy has been in force.
- b) This Policy may also be terminated at any time at the option of Phu Hung, on notice to that effect being given to the Insured, and the Policy will be terminated after 30 days from the date of writing inform. In which case Phu Hung shall be liable to repay 100% the unused premium in accordance with the remaining time of the insurance period.
- c) The Insured promises that during the insurance period under this Policy, the insured property is not under constraint of any notice or decision of confiscation or recovery from the local competent authorities where the building located. The insurance Policy shall be void from the time of acknowledge of such notice or decision. Phu Hung will refund the Insured the premium in accordance with the short term premium.
12. Short term premium will be applied for the insurance policies below:

Insurance period	Percentage of the annual premium
Not exceeding 01 month	20%
From more than 01 month to 02 months	30%
From more than 02 month to 03 months	40%
From more than 03 month to 04 months	50%
From more than 04 month to 05 months	60%
From more than 05 month to 06 months	70%
From more than 06 month to 07 months	80%
From more than 07 month to 09 months	90%
From more than 09 month to 01 year	100%

13. The loss payable under this Policy shall be indemnified by restore the insured property damaged substantially to the same condition as before the loss (provided that the property was insured with the sum insured exact its value). The total sum insured the sum insured remaining in accordance with the claim settlement, except that the Insured pay premium in addition for total sum insured reinstatement accordingly.
14. The Insured and Phu Hung commit to comply with every terms and conditions of this Policy. Any arising disputes between the Insured and Phu Hung regarding this Insurance Policy if can not be solved by negotiation, such disputes shall be decide by The Civil People's Court where the Insured resides.

APPENDIX

ADDITIONAL OPTIONAL COVER

(Subject to the terms, exclusions, provisions and conditions contained in the Policy, these additional clauses shall be provided only if the major risk were covered under this policy and the Insured pays premium in additional.)

(B) Explosion, excluding

- The insured assets are destroyed or damaged as a result of the explosion of boilers, water heaters, tanks, machines or equipment's whose inner pressure is purely created by steams (but not as a result of a fire originated from explosion).
- Tanks, machines, equipment's or substances that are contained in these objects are damaged or destroyed because of the explosion of these substances. (This exclusion shall not apply to petroleum fire and explosion insurances).

Waive pressure caused by aircraft or other means of Aviation flying at or exceeds the noise caused can not be considered explosive.

(C) AIRCRAFT and other aerial devices and/or articles dropped wherefrom, but exclude property destruction or damage occasioned by pressure waves caused by aircraft or aerial devices traveling at sonic or supersonic.

(D) STORM AND TEMPEST, excluding DAMAGE caused by hoar frost or landslip.

(E) ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPES, excluding DAMAGE by water discharged or leaking from an installation of automatic sprinklers.

(F) DAMAGE by any road vehicle or animal not belonging to or under the control of the Insured or any their respective employees.

(G) THEFT INSURANCE

It is agreed and understood that otherwise subject to the conditions and limit liability contained in the Policy Wording, Insurance under this Wording is extended to indemnify losses caused by theft, Indemnity Limit is VND200,000,000/ any one occurrence and in aggregate, following:

- a) Entry into or exit from the premises by forcible and violent means.
- b) Assault, violence or threat thereof to the Insured, the Insured's employees or any people to whom the Insured's property is entrusted.

Provided that:

Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this insurance the Insured shall:

- (i) Give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property.
- (ii) 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 evidences and particulars as may be reasonably required.

In no case shall Phu Hung be liable for any loss or damage not notified to Phu Hung within 30 days after such an event occurs.

The Insured shall take all reasonable precautions for safety of property including:

- a) The selection and supervision of employees.
- b) The security of all doors, windows and other means of entrance.

In the event of a claim being made against Phu Hung under this Insurance:

- a) The Insured shall satisfy Phu Hung by such evidence as it may reasonably require the loss or damage claimed for has actually arisen from one of the causes insured against and that the property in respect of which a claim is made is not merely mislaid or missing.
- b) Phu Hung shall be entitled to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to Phu Hung.

Special exclusions:

1. Unexplained loss, mysterious disappearance.
2. Loss or shortage displayed upon taking inventory.
3. Loss or damage occasioned by any fraudulent or dishonest act, accomplice or attention act of the employee or representative of the Insured.