

This English version was translated from Vietnamese

THEFT 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 Assured by a proposal which shall be the basis of this insurance and is deemed to be incorporated herein has applied to **Phu Hung Assurance Corporation** (hereafter called "Phu Hung") for the indemnity hereinafter expressed and has paid or agreed to pay agreed premium as consideration for such indemnity,

Phu Hung agrees that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon if during any period of indemnity;

- a) any of the property whilst with in the premises specified in the Proposal (hereinafter referred to as premises) shall be lost or damaged by theft following:
 - (i) entry into or exit from the premises by forcible and violent means or
 - (ii) assault, violence or threat thereof to the Assured, the Assured's employees or any people to whom the Assured's property is entrusted,
- b) there shall occur any damage to the premises falling to be born by the Assured consequent upon such theft or any attempt thereat,
then Phu Hung will by payment or at its option by reinstatement or repair indemnify the Assured against such loss or damage.

EXCEPTIONS

Phu Hung shall not be liable in respect of:

1. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel,
2. loss or damage by fire or explosion however caused,
3. damage to stained or plate glass or any decoration or lettering thereon,
4. loss or damage occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Assured's household or business staff or any servant of the Assured,
5. loss of or damage to money securities, coins, medals, stamps collections, jewelry, watches, furs, precious metals, precious stones or articles composed of any of them, documents, business books, computer systems, records, manuscripts, curios sculptures, rare books, plans, patterns, moulds, models or designs, tobacco, cigars or cigarettes unless specially mentioned as insured hereunder,
6. loss or damage unless the building of which the premises form a part is otherwise normally inhabited as a private residence by the Assured or by an employee of the Assured charged with the care of the premises,
7. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declare or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

LIMITS

The liability of Phu Hung under this Insurance during any one period of indemnity shall not exceed:

- a) in respect of any one item of the property the sum respectively herein insured.
- b) in respect of damage to the premises such sum as shall be sufficient to make good such damage as may fall to be born by the Assured,
- c) in respect of all loss or damage sustained the total sum insured,

when the sum insured is on a Full value Basis, this Insurance (except as regards damage done by thieves to the premises) shall be subject to the condition of average (Full Value), that is to say, if the property insured shall at the time of any loss or damage be of greater value than the sum insured the Assured shall only be entitled to recover hereunder such proportion of the said loss or damage as the sum insured bears to the total value of the said property; If two or more items with separate sums insured set against them are insured hereunder, each item shall be separately subject to such conditions of average.

or

When the sum insured is on a First Loss Basis ("Partial value") this Insurance (except as regards damage done by thieves to the premises) shall be subject to the conditions of average (First Loss), that is to say, if the total value of all properties covered by this Insurance shall at the time of any loss be greater than the declared value set out in the Proposal the Assured shall be entitled to recover hereunder only such proportion of the said loss as the said declared value bears to the total value of all property, up to but not exceeding the sum insured stated in the Proposal.

CONDITIONS

1. Immediately upon having knowledge of any giving rise or likely to give rise to a claim under this Insurance the Assured shall:
 - a) give notice to police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property,
 - b) give notice thereof to Phu Hung in writing and within 24 hours except Holidays and there after Sunday 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 or damage not notified to Phu Hung within thirty days of its occurrence.
2. The Assured shall take all reasonable precautions for the safety of the property including (a) the selection and supervision of employees, (b) the security of all doors, windows and other means of entrance.
3. In the event of a claim being made against Phu Hung under this Insurance:
 - a) The Assured shall satisfy Phu Hung by such evidence as it may reasonably require that 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 may at anytime at its own expenses use all legal means in the name of the assured for recovery of any of the property lost and the assured shall give all reasonable assistance for that purpose.
 - c) The Insured shall be entitled to any property for the loss of which a claim is paid hereunder and the Assured shall execute all such assignments and

assurances of such property as may be reasonably required but the Assured shall not be entitled to abandon any property to Phu Hung.

4. No claim shall be recoverable hereunder:
 - (a) if any change shall be made in the premises or in the conditions of the risks as existing at the time of acceptance or
 - (b) if the intrinsic value of the contents of the premises be at any time materially increased or
 - (c) if the benefit of the contract herein contained shall become vested in any person other than the Assured unless in any of such case the written consent of Phu Hung thereto be first obtained.
5. All sums which may from time to time be paid under this insurance during each period of indemnity shall be accounted in diminution of the respective sums insured so that during any one period of indemnity the total sum payable by Phu Hung shall not exceed the sum set opposite each item of the property or, in the whole, the total sum insured.
6. If at the time of any loss or damage there be any other insurance by or on behalf of the assured covering any of the property the liability of Phu Hung hereunder shall be limited to its ratable proportion of such loss or damage.

If any such other insurance shall be subject to any condition of average this Policy shall also be respectively applied same as stated in the limits section. If any such other insurance expressed to cover any of the property hereby insured but it subject to any provision hereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing ratably to the loss or damage the liability of Phu Hung hereunder shall be limited to such proportion of the loss or damage as the sum hereby insured bears to the value of the property.
7. If a claim be made by or on behalf of the Assured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
8. Either Phu Hung or the Assured may cancel this insurance by sending seven days notice by registered letter to the other party at his last known address and in such event the Assured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of indemnity provided that prior to such notice no loss has been made or intended to be claimed under this insurance. However, such return shall be of a proportionate part of 90 percent (%) of the premium in case of cancellation is made by the Assured.
9. 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. The expenses of arbitration if any shall be paid by the loser.
10. The due observance and fulfillment by the assured of the terms, conditions and endorsement of this insurance in so far as they relate to anything to be done or complied with by the Assured and the truth of the statements, declaration and answers in the aforesaid proposal shall be conditions precedent to any liability of Phu Hung to make any payment under this insurance.