

MONEY INSURANCE POLICY WORDING

(Issued in accordance with Decision No.24/2019-QĐHN-TMIV dated 22 July, 2019 by General Director of Tokio Marine Insurance Vietnam Company Limited)

WHEREAS the Insured by a Proposal and declaration which the Insured has agreed shall be the basis of this contract and be held as incorporated herein has applied to the Company for the indemnity hereinafter contained.

IN CONSIDERATION of the Insured paying to the Company the First Premium for or on account of the said indemnity **Tokio Marine Insurance Vietnam Company Limited** (hereafter called the Company) agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon to indemnify the Insured against Loss of **Money** up to the respective amounts stated in the Schedule as the Limit Any One Loss in the Circumstances described below by any cause whatsoever occurring within **Vietnam** and during the Period of Insurance.

CIRCUMSTANCES

1. On **Money** in the **Premises**, such **Money** to be contained in a securely locked safe/drawer/cabinet/cash register whenever the **Premises** are left unoccupied.
2. On **Money** in the custody of the Insured's employees whilst in course of transit anywhere in Vietnam and in respect of **Money** for Wages Salaries or other Earnings while at the Insured's **Premises** until paid out provided that such **Money** is contained in a securely locked safe/drawer/cabinet/cash register whenever the **Premises** are left unoccupied.
3. The cost to repair or replacement of any **Safe or Strongroom** not otherwise insured directly associated with any theft or attempted theft therefrom.

provided that out of **Business Hours** the **Safe or Strongroom** or other depository containing the **Money** or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured who on leaving the **Premises** shall remove the keys from the **Premises**.

DEFINITIONS

Money: Cash bank and currency notes cheques **Money** Orders Postal Orders and current postage stamps, credit card sales vouchers revenue stamps, bonds bills of exchange, promissory notes, postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument all belonging to the Insured or for which the Insured has accepted responsibility.

Business Hours: The period during which the Insured's **Premises** are actually occupied for business purposes and during which the Insured or his employees entrusted with **Money** are in the **Premises**.

Premises: the building/location which the Insured is occupying for business purposes as specified in the Schedule under the heading "**Premises**".

Safe or Strongroom: As specified in the Schedule under the heading '**Safe or Strongroom**'.

Principal: Executive officers of the Insured and the Insured's directors but only whilst acting in their capacity as directors.

KEY WARRANTY

Warranted that this Policy does not cover the loss of **Money** from locked drawers, **Safes or Strongrooms** following the use of the keys or combination numbers unless the keys or combination numbers are obtained by threats or violence.

It is a condition of this Policy that whenever the **Premises** are left unattended the keys to the locked drawers, **Safes or Strongrooms** and record of the combination numbers are removed from the **Premises** by the Insured or any **Principal** or employee of the Insured.

EXCEPTIONS

The indemnity hereinbefore contained shall not apply to nor include any:

1. loss or damage directly or indirectly occasioned by or through or in consequence of:
 - a. war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not);
 - b. civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power;
 - c. 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;
 - d. any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence;
 - e. strike or riot;or looting sacking or pillage in connection with any of the aforementioned occurrences.
2. loss or destruction of or damage or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the

- purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
3. loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
 4. loss or damage directly or indirectly occasioned by, happening through or in consequence of depreciation, confiscation, requisition and compulsory sale (whether under Statute or otherwise) or seizure by any authority.
 5. loss due to theft, infidelity, fraud or dishonest acts by any director, partner or employee of the Insured.
 6. shortages due to error or omission.
 7. loss from an unattended vehicle.
 8. loss of **Money** entrusted to professional money carriers or to any person other than the Insured and/or persons authorised by the Insured.

CONDITIONS

1. Assignment

The interest of the Insured under this Policy shall be assignable only with prior written consent of the Company except by operation of applicable laws and the Company has been informed.

2. Cancellation

In case the Policyholder requests to cancel this policy, a written notice must be sent to the Company at least 30 (thirty) days prior to the date of proposed cancellation at its registered address shown in the schedule. The Company will return of premium subject to the company's short period rates for the period the policy has been in force.

If case the Company requests to cancel this Policy, a written notice must be sent to the Policyholder at least 30 (thirty) days prior to the date of proposed cancellation at its registered address shown in the Schedule or its last known address notified by the Policyholder. The Company will return a premium of 100% for the remaining Insurance Period.

In both cases above, no refund will be made if the Policyholder has made any claim to the Company.

To avoidance of doubt, the refund of premiums by the Company shall not be a condition precedent to the effectiveness of cancellation date but such payment shall be made as soon as practicable.

3. Changes

During the Insurance Period, any change of Insuring agreements, provisions and conditions of this Policy shall be only valid upon endorsement issued by the Company that forms an integral part of this Policy.

4. Conditions precedent

The due observance and fulfilment of the terms, exclusions and conditions of this Policy as well as the truth and completeness of all information and documents provided to the Company relating to this Policy (include but not limited to Proposal Form, Claim Form, claim supporting documents as well as all other information provided), shall be conditions precedent to any liability of the Company to make any payment under this Policy. The Company may refuse the claim in full or in part by which the Company may be affected due to the Insured's non-compliance.

5. Contribution

If at the time of any loss or damage, there be any other insurance covering the same loss effected by or on behalf of the Insured, the Company shall be liable to pay compensation not more than its ratable proportion of all sums payable in respect of such loss.

In any case, the Company shall not be liable to pay more than the limits state in the Schedule.

6. Identification

Proposal form, Policy Schedule/Certificate, Policy wording, and any endorsements arising therefrom shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy wording or of the Schedule shall bear such specific meaning wherever it may appear.

7. Arbitration

Any dispute arising out of or relating to this contract, shall, if it cannot be resolved on the basis of amicable negotiation, be settled by arbitration as specified in Arbitration clause of the Schedule.

8. Keeping of records

A proper record shall be kept in the books of the Insured of all the **Money** (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all times allow the Company to inspect such books and within one month from the expiry of the Period of Indemnity shall supply the Company with a correct statement of all the **Money** in transit during the said period. A proper record shall also be kept of all **Money** in the **Safe(s) or Strongroom(s)** in some places other than the **Safe(s) or Strongroom(s)**.

9. Notice

Any notice required thereunder to be given to the Insured shall be in writing and addressed to the Insured contact as stated in the Schedule/ Certificate or its last known address as informed by the Insured to the Company.

Any notice required thereunder to be given to the Company shall be in writing and addressed to the Company's registered address as stated in the Schedule/Certificate.

10. Premium adjustment

The First Premium and all Renewal Premiums in respect of transit risks are to be regulated by the amount of the **Money** carried during the Period of Indemnity and if the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be provided that in either event the premium payable to the Company in respect of the **Money** in transit shall not be less than the agreed Minimum Premium.

11. Loss notification

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 and punishment of any guilty person and in tracing and recovering the **Money**;
- b. give notice thereof to the Company in writing and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss not notified to the Company within fourteen days after the event.

12. Fraudulent claims

If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, the Company shall immediately cancel this Policy and cease its liability to pay for such claim and/or request for return of any paid benefits from the Insured. All earned premium shall be kept by the Company as the compensation for such act.

13. Subrogation

The Company 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. The Company 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 assignments and assurances in respect of such **Money** as may be reasonably required.