PERSONAL CYBER SOLUTION POLICY WORDING

(Promulgated together with Decision No: 0484/QĐ-PHH of the General Director of BIDV Insurance Corporation dated March 21, 2022)

A. Your Personal Cyber Insurance Policy

A.1. Who is Covered

1) This insurance covers the policyholder named in the Policy Schedule, hereafter referred to as 'You/Your'.
2) 'We/Us' means BIC
3) This contract may be referred to as simply a/the/this "insurance" or "policy."

A.2. What is the Period of Cover

This insurance applies only during the Period of Cover, which is the twelve consecutive calendar months after the inception date shown in the Policy Schedule.

A.3. What We Cover

This insurance will provide Benefits in accordance with Cover Sections B, C, and D

To notify Us of an insured event, please contact Us as follows:
By Telephone: 19009456

A.4. Where You are Covered

This insurance is valid for insured events occurring worldwide.

A.5. What is not Covered

In addition to the specific exclusions outlined in Cover Sections B, C, D insurance cover shall not be provided in respect of any insured events, loss or damage that arise directly or indirectly from:

1) Intentional, criminal or fraudulent acts knowingly caused or facilitated by You.
2) Physical damage to tangible property. However, this exclusion shall not apply to Online Shopping.
3) Death or bodily injury.
4) Natural perils, including earthquake, storm, fire or flood.
5) Nuclear reaction, nuclear radiation or radioactive contamination.
6) War, whether declared or not, warlike events or similar hostile acts, including revolution, rebellion, uprising or civil unrest.

7) Acts of terrorism. Acts of terrorism are all actions carried out by individuals or groups of persons for political, religious, ethnic or ideological motives that aim to spread fear or terror amongst the population or sections thereof for the purpose of gaining influence over a government or state authorities.
8) Failure or interruption of infrastructure or utilities, including: Power, water, internet, satellite and/ or telecommunications.
9) A shutdown or material interruption of logistics and transportation (including the postal service) due to an order of governmental or public authority.
10) Any commercial or business activities carried out by You.

A.6. Your Cyber Security Obligations

It is Your obligation under this insurance policy to take reasonable steps to protect Your insured devices and data, including the securing of access via passwords, the installation and regular update of anti-malware software, as well the installation of other security software updates provided to You by the devices' manufacturers.

If You do not comply with these obligations, We may refuse to pay a claim, in whole or in part, or in some circumstances, in accordance with the law, cancel this insurance without prior notification to You.

A.7. Limits of Cover

A.7.1. Compensation per insured event and annual limitation

This insurance is limited per insured event and per Cover Section.

B. Online Shopping Protection

B.1. Cover for online purchases

B.1.1. What is Covered?

B.1.1.1. Which online purchases are covered?

This Cover Section B.1. covers undelivered or damaged goods, or services not rendered, that You purchased on the Internet for Your private use, up to the purchase price of the goods or services subject to the insurance amount specified in the Insurance Policy/Certificate of Insurance.

B.1.1.2. What is an insured event in connection with online purchases?

Cover shall be provided for the following insured events:

1) Non-delivery of goods. Non-delivery is deemed to have occurred if the goods that You purchased online and paid for have not been delivered to the agreed delivery address, within four weeks of the delivery date agreed with the Seller or reasonably anticipated at the time of purchase.

2) Non-performance of services stated in the service/work contract. Non-performance is deemed to have occurred if the service that You bought and paid for is not provided within the defined term of the service/work contract or a reasonable period thereafter as may have been subsequently agreed with the service provider.

3) Goods that have been delivered to You are not the goods that You purchased according to the online purchase contract. This shall also apply in the case of materially damaged goods or partial deliveries of goods.

B.1.2. What benefits do We provide if an insured event occurs?

1) If an insured event occurs, We will reimburse You the price agreed in the purchase or service/work contract (including shipping costs and other applicable taxes) for the insured goods or services. In the event of material damage to the delivered goods during delivery, We will refund the costs of repair up to a maximum of the purchase price. In the event of partial delivery of goods, We will reimburse the purchase price applicable to the non-delivered goods. Any amount payable by Us shall be in VND. If payment for the goods or services has not been made in VND, the exchange rate that was applicable at the time of the purchase or service/work contract shall be applied when We provide compensation.

2) The maximum We will pay under this section B.1. during the term of this insurance as specified in the Insurance Policy/Certificate of Insurance.

3) A deductible as specified in the Insurance Policy/Certificate of Insurance will apply to each insured event.

4) Loss or damage to multiple goods or services ordered in a single purchase contract shall be deemed to be one insured event.

B.1.3. What conditions must be met in order for coverage to be provided?

We will reimburse You in accordance with B.1.2 only if:

1) Your online purchase and payment for the goods/services are completed in full during the term of this insurance; and
2) You can prove, in the form of written evidence, that You have made reasonable efforts to assert Your legal or contractual rights to:

a) obtain a repair, replacement or subsequent delivery of non-defective goods from the seller in case of damage to the goods.
b) obtain a new delivery of the goods or service by the seller/service provider in the event of non-delivery, incorrect delivery, partial delivery or non-performance.
c) obtain reimbursement of the purchase price from the seller/service provider and/or sales platform (where relevant) after rescinding the contract in the case of omission or failure to remedy the defect or to make a subsequent delivery.
d) obtain indemnification from the relevant postal service or courier in the case of non-delivery of an item that has proof of postage; and

3) You were unsuccessful in Your attempts to enforce the rights listed under 2)2)a)-2)c).
4) In respect of events falling under B.1.1.2.3), where requested by Us, You provide photographic evidence of the product and/or in some cases, surrender the product to Us for inspection.

If the reimbursement was made to You by Us and the purchase or service/work contract is then properly fulfilled by the seller/service provider at a later date, You must immediately repay to Us the benefits that We provided to You without being requested to do so, failing which We reserve the right to recover from You the amount paid.

B.1.4. What online purchases are not covered?

This Coverage Section B.1 does not cover the following:

a) Any purchase of financial or negotiable instruments including but not limited to: cash, (travellers') cheques, digital means of payment such as cryptocurrencies, collector's coins, precious metals, stamps, stocks, bonds and debentures.
b) Any purchase relating to the supply of electricity, gas or water.
c) Any purchase relating to goods that were already damaged at the time of purchase.
d) Internet access and telecommunication services.
e) Any purchase relating to medicines, drugs, perishable goods, plants and animals.
f) Any purchase relating to weapons and illegally acquired or unlawful goods and services.
g) Any purchase relating to industrial goods.

h) Any purchase relating to goods you should reasonably have expected to be counterfeit or fake at the time of purchase.
i) Any purchase of interest in Real Estate.
j) Any purchase that You concluded over the 'dark web' and/or using special access software.
k) Any purchase of software licenses or copyrights.
l) Any purchases where payment has not been fully completed before receipt of the good or service was due.
m) Lost profits or interest or legal costs.
n) Gambling or betting agreements.
o) Any confiscation, detention, destruction by customs, police or other governmental authorities.

C. Funds Transfer Fraud Protection

C.1. What is an insured event for Funds Transfer Fraud Protection?

This Coverage Section C applies in the event that a third party has caused You a financial loss through the unauthorised online transfer of funds held in Your private online bank accounts (including banking and payment applications such as e-wallets) or Your credit or debit cards.

The manner in which a third party has obtained access to Your funds can include, but is not limited to:

- Accessing Your banking, credit or debit card login/identification information or misleading You to execute an online transaction to obtain illegally enrichment via a fake email, or website or targeted manipulation of You, such as giving a false identity or impersonating a real system or organization (phishing and social engineering).

- Simulating the website or application of Your banking, credit or debit card to redirect Your request to a counterfeit website and You carry out payment transactions there in belief of the authenticity of the website (pharming).

- Accessing Your banking, credit or debit card login/identification information through malware on Your computer, tablet or smartphone or by any other improper action on the Internet, directed at You, and performing unauthorised payment transactions on the Internet using this information (keylogging or banking trojan).

C.2. What benefits do We provide if an insured event occurs?

1) If an insured event occurs, We will reimburse the financial loss incurred by You (including interest charges and penalties imposed by Your financial institution directly relating to the unauthorised funds transfer), up to sum insured for an insured event specified in the Insurance Policy/Certificate of Insurance , unless this can be reimbursed by Your bank and/or the affected payment service provider. Multiple unauthorised transfers or payments shall be deemed to be one insured event if they result from a common cause of loss.

2) The maximum We will pay under this section C.2. during the term of this insurance is specified in the Insurance Policy/Certificate of Insurance

C.3. What conditions must be met in order for the benefits to be provided?

Benefits in accordance with C.2 shall be provided only if:

- A financial loss has been incurred and first discovered by You in accordance with C.1 during the term of the insurance contract, and

-- You have immediately (no later than within 24hours after becoming aware), notified Your bank and/or affected payment service provider (where applicable) about the unauthorised use and You request that a block be placed on the affected account and/or card, and

- You have requested reimbursement of the financial loss from Your bank and/or the affected payment services provider, and

- You have received a, partial or total, refusal of reimbursement from Your Bank or the affected payment service provider, and

- You assign to Us Your claim against Your bank and/or the affected payment service provider or the third party who has unlawfully enriched themselves from the event, and

- The login and identification information for Your accounts with the affected payment service provider has not been disclosed to third parties by You. This obligation is not breached if the third party either simulates the email form or website of Your payment service provider in a manner typical of phishing or pharming.

C.4. What is not covered?

This insurance does not cover

1) Financial losses incurred in connection with online purchases and sales made by You.
2) Financial losses in connection with identity fraud that does not occur on the Internet.
3) Loss or damage caused intentionally or with fraudulent intent by You.
4) Consequential damages (e.g., loss of profit, loss of interest, costs of legal proceedings).
5) Unauthorised use of login information in connection with online games, betting or virtual monetary units such as cryptocurrencies.
6) Unauthorised use of login information for a bank account, custodian account, credit card or other virtual accounts (e.g., PayPal) that are registered outside Vietnam

D. Online Identity Theft Recovery Costs

D.1. What is an insured event for Online Identity Theft?

This Coverage Section D applies in the event that You become the victim of Online Identity Theft. Online Identity Theft means the unlawful and/or unauthorised transfer or use of Your personally identifiable information over the internet by a third party with the intent to carry out an unlawful activity using Your identity.

D.2. What benefits do We provide if an insured event occurs?

If an insured event occurs, We will reimburse:

1 Costs for drafting and notarising documents, pertaining to your personal identity, required to notify and/or, rectify records with law enforcement agencies, financial institutions, credit agencies or similar;
2 Postage costs for mailing documents described in 1. above;
3 Lost income as a result of time taken off work to complete affidavits, meet with legal counsel, law enforcement agencies, financial institutions, credit agencies or similar, similar in connection with the notification or rectification of records pertaining to your personal identity or financial information, or addressing the Online Identity Theft, up to sum insured specified in the Insurance Policy/Certificate of Insurance

4 Loan application fees for re-applying for loan(s) due to rejection of the original application solely due to the lender's reliance on credit information that was compromised by the Identity Theft; and

5 Credit card or other bank fees charged by Your financial institution(s) to cancel and/or reissue cards and/or bank accounts.

The maximum We will pay under this section D.2 is specified in the Policy/Certificate of Insurance

D.3. What conditions must be met in order for the benefits to be provided?

Benefits in accordance with D.2.1 – D.2.3 shall be provided only if

- The Online Identity Theft is first discovered by You during the term of the insurance contract and reported to Us as soon as practicable thereafter.

- You have notified the relevant law enforcement authorities and provide supporting documentation to Us.

D.4. What is not covered?

Other than the benefits listed in section D.2., this Coverage Section D does not cover any financial losses incurred by You.

E. Other Terms

E.1 Cancellation

Where either party requests to cancel this insurance, such party shall give the other party 30-day written notice in advance.

- In case the cancellation is agreed as per request of the Policyholder, BIC shall return 80% of the premium of unexpired period, refund shall be made to the Insured only if no claim arises during the effective period.

- In case the cancellation is agreed as per request of BIC, BIC shall return 100% of the premium of unexpired period

If the Policy is terminated prematurely, BIC's liability will terminate immediately at the time the Policy is terminated. All insured events arising after the termination date are not covered by BIC.

E.2 Settlement of disputes

In case any dispute arises from or related to implementation of the insurance policy, the insurer and policyholder, in the first instance, shall amicably resolve through negotiation. If the dispute is not resolved on the basis of negotiation, it shall be brought to the Court under Vietnam's regulation of Law. The decision of the Court is final and binding on the parties.