



MICRO PERSONAL CYBER INSURANCE

POLICY WORDINGS

*(Promulgated with Decision No: 429/QĐ-TCGIns dated 02th December 2024
of Techcom Nonlife Insurance Joint Stock Company's Chief Executive Officer)*

Section I - General Information

1. This **policy** is a contract of insurance between The Insured and Techcom Non-life Insurance Joint Stock Company (TCGIns) and contains all the details of the cover that TCGIns provide.

The **policy** consists of:

- a) The Schedule;
- b) This policy wording;
- c) Any applicable endorsement; and
- d) Any other document TCGIns tell The Insured which forms part of the **policy** which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between The Insured and TCGIns.

2. This **policy** will also apply for any offer of renewal which TCGIns make, unless **TCGIns** tell The Insured otherwise or issue The Insured with a new and updated **policy**.
3. The **policyholder** and the **policyholder's** family members ordinarily residing together at the **policyholder's home** as stated in Item 3 of the Schedule are insured. The **policyholder** represents the family members and anything the **policyholder** says, does or omits to advise to TCGIns of, applies and affects the rights of all family members.
4. **TCGIns** shall provide the insurance on the terms set out in this policy, provided that The Insured pay the premium in full and TCGIns agree to accept it.
5. The conditions which appear in this policy must be complied with. Failure to comply with any condition in this policy may mean that The Insured are not be able to claim under this policy
6. Some words and expressions used in this policy have special meaning. These words are always in bold. The meaning of any words or expression in bold is found in Section III. Definitions.
7. Throughout this policy:
 - Any word denoting a singular pronoun shall also, where circumstances so require, also be read to mean plural and vice-versa; and



- Where the context so require, words embodying the masculine gender shall also include the feminine gender and vice-versa.

8. Complaints

- a) If The Insured are unhappy with anything, please let TCGIns know. The Insured can make your complaint by:
 - i. **Hotline: 1900 9966 96**
 - ii. **Email: cskh@tcbi.com.vn**
- b) TCGIns will aim to resolve **your** complaint as soon as possible, normally within 05 (five) business days, at which point TCGIns will send The Insured confirmation in writing that **your** complaint has been resolved. On occasion, TCGIns may require longer to resolve **your** complaint and in this case, TCGIns will send The Insured an acknowledgement letter telling The Insured when TCGIns expect to reach a decision. TCGIns will continue to keep The Insured updated on **our** progress. TCGIns will then write to The Insured with **our** complaint decision (this is called a final response), it will either be to:
 - i. **Uphold your** complaint, telling The Insured why, and what action TCGIns intend to carry out to put this right for **you**, or;
 - ii. If **TCGIns** do not uphold **your** complaint, TCGIns will explain the reasons for **our** decision.
- c) A copy of the complaints procedure is available on request.

9. Cancellation

- a) You have a statutory right to cancel this policy within 14 days from the date of purchase of the **policy** or the day on which The Insured received the **policy** documents, whichever is the later with the following effect:
 - i. If cover has not yet started, The Insured will receive a refund of any premium paid.
 - ii. If cover has started The Insured will receive a refund of the Policy premium based on pro-rata basis (withou VAT).
- b) TCGIns may cancel **your policy** at any time by giving The Insured fourteen (14) days' notice in writing. **Our** cancellation letter will be sent to the latest address TCGIns have for **you**. TCGIns will only cancel **your policy** for a valid reason. The reasons why **your policy** may be cancelled include, but are not limited to:
 - i. Where TCGIns reasonably suspect fraud;
 - ii. Where a change in **your** circumstances means that TCGIns can no longer provider cover;
 - iii. Failure to comply with **policy** terms and conditions;
 - iv. Use of threatening or abusive behaviour or language, or intimidating or bullying of **our** staff or suppliers;
 - v. Where The Insured have not taken reasonable care to provide complete and accurate answers to the questions TCGIns ask; or



- vi. Your failure to pay the premium due under the **policy** as described in the Schedule.
- c) If TCGIns cancel **your policy** TCGIns will refund the part of **your** premium (before VAT) applying to the remaining **policy period** unless TCGIns reasonably suspect fraud or The Insured have deliberately or recklessly given TCGIns incorrect or incomplete information. TCGIns will also not refund any premium where a claim has been made.

SECTION II - INSURING AGREEMENTS

In consideration of the premium paid, TCGIns agree to provide the insurance described under these Insuring Agreements, subject to the terms of this **policy**.

INSURANCE BENEFIT

Cyber Fraud

TCGIns shall indemnify The Insured for **financial loss** arising directly from a **cyber fraud event** which The Insured first discovered during the **policy period**.

SECTION III - DEFINITIONS

In this **policy**, the words listed below shall have the following meaning:

- 10. **Total Limit of Liability:** as stated in the Policy Schedule and in all cases, the liability of TCGIns shall not exceed this amount.
- 11. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 12. **Cryptocurrency** means a digital or virtual currency operating independently of a central bank that uses cryptographic functions for security.
- 13. **Cyberterrorism** means the premeditated use of disruptive activities against **your computer system** or **your digital assets** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Cyberterrorism** does not include any such activities which are part of or in support of any **war** or **cyber war**
- 14. **Cyber fraud event** means:
 - a) the fraudulent electronic transfer of funds or property from **your personal account** by a **third party**;
 - b) **you** acting in good faith upon any fraudulent **electronic communication** request to transfer funds or property from **your personal account**, to the account of a **third party**;

- c) the fraudulent unauthorised online purchases by a **third party** that are charged to **your payment card**.
15. **First claim:** means the initial moment the Insured discover the loss event within the Insurance period but not over 60 days from the loss event's date
16. **Cyber war** means the use of a **computer system** by or on behalf of a **state** to disrupt, deny, degrade, manipulate or destroy information in a **computer system** of or in another **state**.
17. **Electronic communication** means any information sent between particular parties over a phone line or internet connection including:
- Emails;
 - Facsimile messages;
 - Internet messages;
 - Text messages received by mobile phone; or
 - Messages sent over a social media platform.
18. **Excess/Deductible:** means the amount The Insured are liable to pay towards **your** claim, as set out in the Schedule.
19. **Financial loss** means:
- withdrawal of funds from **your personal account**;
 - any associated fees, penalties or interest incurred by The Insured which have been levied by the financial institution with whom The Insured hold **your personal account** or the **online merchant**;
 - **payment card** charges that The Insured have incurred, including any penalties or interest which have been levied by the financial institution with whom The Insured hold **your personal account**; or
 - reasonable and necessary legal costs and expenses The Insured incur, with **our** prior written consent, in pursuing or defending any legal action, arising directly from a covered **cyber fraud event**.
20. **Home** means **your** primary, private residential property used solely for domestic purposes, the address for which is stated in the Schedule.
21. **Insuring agreement limit of liability** means the amount set out in the Schedule for a given insuring agreement.
22. **Loss** means financial loss under coverage of this insurance policy, but does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.
23. **Payment card** means any credit, debit, charge or store card that is registered to **you**.
24. **Personal data** means any information relating to an identified or identifiable natural person being a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person as defined under **data protection legislation**.
25. **Policy** means this insurance document and the Schedule, including any endorsements attached at inception.



26. **Policyholder** means the individual named in the Schedule, who must be at least eighteen (18) years of age on the inception Date of this **policy**.
27. **Policy period** means the period set forth in the Schedule.
28. **State** means sovereign state.
29. **Third party** means any natural person or entity other than **you**.
30. **You/Your** means the **policyholder** and his/her spouse.
31. **Your personal account** means **your** account with a financial institution used for personal purposes.
32. **War** means:
- the use of physical force by a **state** against another **state** (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection; and/or
 - military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, whether **war** be declared or not.

SECTION IV - EXCLUSIONS

This **policy** does not cover any **loss** or any other costs directly or indirectly arising from:

33. **Bodily Injury**

Any physical injury, sickness, disease, disability, shock, mental anguish, mental injury, or death at any time resulting therefrom.

34. **Business activities:**

Any activities carried out by The Insured for trade, business or professional purposes, including any access through **your computer system** to the computer system of a **third party** for trade, business or professional purposes, and any **loss** connected to an account with a financial institution that is used for trade, business or professional purposes.

35. **Confiscation by Public Authority**

Any seizure, confiscation, nationalisation, requisition or destruction of other electronic equipment or any other property by or under the order of any government or public authority.

36. **Criminal acts**

Any wilful, intentional, malicious or criminal acts committed by The Insured or by a **third party** in collusion with **you**.

37. **Digital Currency**

Any unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated **cryptocurrency** of any kind.

38. **Electromagnetic**

Any electromagnetic field, electromagnetic radiation or electromagnetism.



39. False claims

Any false report of a **loss event** or costs made by **you**, whether acting alone or in collusion with a **third party**.

40. Infrastructure

- a) Any satellite failure, electronic or mechanical failure including (without limitation) blackout, failures of overhead or subterranean transmission and distribution lines; or
- b) Any total, partial, temporary or intermittent outage to utility infrastructure including gas, water and electricity; or
- c) Any total, partial, temporary or intermittent outage of telecommunications infrastructure including certificate authorities, content delivery network providers, domain name system service providers, internet exchange point providers, satellites, satellite network providers, timing services, and any transmission systems or services which support transfer of data between network termination points.

41. Legal Liability, Fines and Penalties

Any amount owed by The Insured to a **third party** for damages, fines or penalties.

42. Legal Proceedings

Any costs incurred by The Insured to institute or defend legal proceedings against a person or entity.

43. Natural Perils

Any lightning, wind, windstorm, tornado, cyclone, hurricane, flood, storm, surge, sinkhole collapse, earthquake, volcanic eruption, wave, tidal waves, landslide, hail, snow, geomagnetic storm or any other physical event however caused.

44. Nuclear

Any ionising, radiation or contamination or any Loss or damage caused by or related to radioactivity from any nuclear fuel, waste or other toxic, explosive or other hazardous properties of any nuclear assembly or component.

45. Online Gambling and Online Auction

Any:

- a) use of any online auction; or
- b) lottery, gambling or a game of chance.

46. Prior Matters

Any matter that The Insured were aware of or reasonably ought to have been aware of prior to the inception of this **policy**.

47. Physical Perils

Any fire, explosion, implosion, smoke, electrostatic build up or static electricity, electrical or mechanical failures including blackout, aircraft impact, vehicle impact or water damage.

48. Theft

Any physical theft of any of **your** possessions including **your payments card** or any other property.

49. Reimbursable Fraud Loss

Any **financial loss** that is reimbursable by **your personal account**, payment card company, bank or other financial institution.

50. Terrorism

Any act of terrorism, strike or similar labour action, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; including all amounts, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above. However, this exclusion shall not apply to **cyberterrorism**.

51. War

- a) **war**; or
- b) a **cyber operation**.
 - i. TCGIns shall have the burden of proving that this exclusion applies.
 - ii. Attribution of a **cyber operation** to a **state**:
- c) The **primary** but not exclusive factor in determining attribution of a **cyber operation** shall be whether the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located attributes the **cyber operation** to another **state** or those acting on its behalf.
- d) Pending attribution by the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located, TCGIns may rely upon an inference which is objectively reasonable as to attribution of the **cyber operation** to another **state** or those acting on its behalf. It is agreed that during this period no loss shall be paid.
- e) In the event that the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located either:
 - i. takes an unreasonable length of time to, or
 - ii. does not, or



- iii. declares it is unable to attribute the **cyber operation** to another **state** or those acting on its behalf, it shall be for TCGIns to prove attribution by reference to such other evidence as is available.

SECTION V - CLAIMS CONDITIONS

If The Insured do not comply with the following claims conditions, TCGIns may refuse to pay a claim in whole or in part.

You must comply with the following conditions if The Insured discover a **loss event** or The Insured believe The Insured have a claim under the **policy**.

52. Reporting a Claim:

- a) If The Insured discover a **loss event** or The Insured believe The Insured have a claim under this **policy**, The Insured must immediately contact **our** Cyber Hotline in the Schedule. The Insured must immediately notify TCGIns so that TCGIns can investigate the claim to reduce any claim or **loss**.
- b) After contacting our Cyber Hotline, The Insured must also notify TCGIns in writing at the address specified in the Schedule and provide details and circumstances of the **loss event**, no later than 15 days after the **loss event** is first discovered by **you**.
- c) **You** must do everything reasonably possible to preserve evidence that would enable TCGIns to properly assess and investigate the claims.
- d) **You** must fully cooperate with **us**, with **our** technical response team and with any providers TCGIns appoint.
- e) You must do everything reasonably possible to assist in the reduction or mitigation of a **loss** and costs claimed under this **policy**.
- f) You must provide TCGIns with the information TCGIns need to assess a claim.
- g) Hotline: 1900 9966 96

53. Basis of Claims Settlement:

- a) The **aggregate limit of liability** stated in the Schedule is the maximum that TCGIns will pay under this **policy** for all **loss**, costs or any other amounts, regardless of the number of **loss events** and regardless of the number of insuring agreements that apply.
- b) All losses that arise out of a single **loss event** will be considered a single **loss event** for cover under this **policy**, regardless of the number of The Insured insured under this **policy**, the number of **losses** or the number of claimants or regulators.
- c) An **excess/Deductible** applies to each claim. If TCGIns make a payment to The Insured to settle a claim under this **policy**, TCGIns will deduct the **excess** and pay The Insured the net amount. If payment to a **third party** is required to settle claims under this **policy** and no payment is due to **you**, The Insured are liable to pay the **excess** and TCGIns will inform The Insured how to make payment.



11/0/2020 5:51 PM

- d) If The Insured incur costs or make payments that are not covered under this **policy**, The Insured are responsible for paying those costs. Only costs that are covered under this **policy** can be applied towards the **excess**.
- e) If The Insured suffer **financial loss** and if the funds are not recovered, TCGIns can elect to pay the claim within 30 days of the claim being notified to TCGIns. If TCGIns do elect to pay the claim The Insured must cooperate with and assist TCGIns in **our** attempts to recover **your financial loss**. If the funds are recovered and paid into **your personal account**, The Insured must immediately advise TCGIns and repay to TCGIns the funds recovered.

SECTION VI - SPECIAL CONDITIONS

To be eligible for cover under this **policy**, The Insured must:

- 54. Take reasonable measures to safeguard **your personal data, payment cards, your personal accounts** and **your** accounts with **online merchants**
- 55. Take reasonable measures to authenticate and verify the identity of the sender of any **electronic communication** to The Insured requesting the transfer of funds, prior to such funds being transferred from The Insured to an account of a **third party**.
- 56. Not disclose, either personally or through any person or entity acting on **your** behalf or at **your** direction, to any **third party** the existence and terms of this **policy** but The Insured may disclose the existence of this **policy** to the extent that The Insured are required to do so by law or where TCGIns consent to the disclosure in writing.

SECTION VI - GENERAL CONDITIONS

57. Assignment

This **policy** and any rights under it cannot be assigned without **our** prior written consent.

58. Disputes - Court and Jurisdiction

If any dispute arises between The Insured and TCGIns in relation to this **policy**, then such dispute shall be subject to the Vietnamese law.

59. Currency

All premiums, limits and other amounts under this **policy** are expressed and payable in VND.

60. Fraud

If The Insured or anyone acting for **you**:

60.1. Makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device;
and/or

60.2 Intentionally misrepresents, misdescribes or withholds any material fact relevant to the claim referenced in General Condition 60.1.



TCGIns will not pay any part of **your** claim or any other claim which The Insured have made or which The Insured may make under the **policy** and TCGIns will have the right to:

- a) Avoid, or at **our** option cancel, the **policy** without returning any premium that The Insured have paid;
- b) Recover from The Insured any amounts that TCGIns have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- c) Refuse any other benefit under the **policy**.

61. Law

This **policy** shall be governed and interpreted in accordance with the law of Vietnam

62. Other Insurance

This **policy** shall apply in excess of any other valid and collectible insurance policy available to **you**, including any excess, unless such other insurance is written only as specific excess insurance over this **policy**.

63. Renewal

This **policy** may be renewed, at **our** sole discretion, with payment of the premium in advance at **our** premium rate in force at the time of renewal.

64. Several Liability

If more than one insurer has subscribed to this **policy**, the obligations of each insurer shall be several and not joint and are limited solely to the extent of their individual subscriptions.

65. Subrogation

In the event of any payment to The Insured under this **policy**, TCGIns shall be subrogated to the extent of such payment to all of **your** rights of recovery, and The Insured shall take reasonable steps to preserve such rights and, when requested, provide TCGIns with reasonable assistance to make a recovery.

66. Third Parties

A person or entity that is not a party to this **policy** shall have no rights under the current laws and regulations to enforce any of its terms.

67. Fair Presentation

66.1. Breach of duty prior to entering into the policy

If prior to entering into this **policy**, The Insured breach the duty to take reasonable care not to make a misrepresentation to **us**, the remedies available to TCGIns are:

- 1) If the breach of the duty to take reasonable care not to make a misrepresentation to TCGIns is deliberate or reckless:
 - a) TCGIns may avoid the **policy** and refuse all requests of payment; and
 - b) TCGIns need not return any of the premium paid.
- 2) If the breach of the duty to take reasonable care not to make a misrepresentation to TCGIns is not deliberate or reckless and is instead careless, **our** remedy will

depend on what TCGIns would have done if The Insured had complied with the duty to take reasonable care not to make a misrepresentation to us:

- a) If TCGIns would not have entered into the **policy** at all TCGIns may avoid this **policy** and refuse all requests for payment and will return the premium paid;
- b) If TCGIns would have entered into the **policy** but on different terms (other than terms relating to the premium), this **policy** will be treated as if it had been entered into on those different terms from the outset if TCGIns so require; or
- c) In addition, if TCGIns would have entered into the **policy** but would have charged a higher premium TCGIns may reduce proportionately the amount to be paid on a claim under this **policy**.

66.2. Breach of duty prior to entering into a variation of this policy

- 1) If The Insured breach the duty to take reasonable care not to make a misrepresentation to TCGIns in connection with a variation to the **policy** and the variation can reasonably be treated separately from the rest of this **policy**, then the remedies set out in General Condition 66.1. shall apply in relation to the variation only.
- 2) Otherwise, if The Insured breach the duty to take reasonable care not to make a misrepresentation to TCGIns in connection with a variation to the **policy** and the variation cannot reasonably be treated separately from the rest of the **policy**, then the remedies set out in General Condition 66.1 shall apply as if the qualifying misrepresentation had been made in relation to the whole **policy**, rather than merely in relation to the variation.

**FOR AND ON BEHALF OF
TECHCOM NON-LIFE INSURANCE JSC
CHIEF EXECUTIVE OFFICER**



Nguyễn Quang Vinh