



This Policy is a formal agreement between Your Business and Phishield UMA (PTY) Ltd (hereinafter referred to as 'We/Us') who have a written mandate to act on behalf of Bryte Insurance Company Limited, a licensed insurer and the underwriter.

All documentation associated with regards to this Policy 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 or the cover explanation shall bear specific meaning wherever it may appear.

1 DESCRIPTION AND SCOPE OF COVER

1.1 Losses to Your Business

We will indemnify Your Business for the following:

- 1.1.1 Business Interruption Loss;
- 1.1.2 Data Restoration Costs;
- 1.1.3 Cyber Extortion Costs;

as a result of a Cyber Emergency that Your Business first discovers during the Period of Cover.

The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

1.2 Liability for Third Party Claims

We will indemnify Your Business against:

- 1.2.1 Third Party Claims;
- 1.2.2 Multimedia Liability Claims;
- 1.2.3 Regulatory Expenses and Penalties;
- 1.2.4 PCI Fines and Penalties;

that arise as a result of a Cyber Emergency and that Your Business first becomes aware of and notifies Us during the Period of Cover.

The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

1.3 Funds Protect

We will indemnify Your Business against a Loss of Funds from Your Business Account that occurs during the Period of Cover. The maximum We will pay per event is up to the Cover Limit stated in the Policy Schedule. The Funds Protect limit is excluded from the Annual Aggregate Limit and is payable per event.

1.4 Emergency Response Costs

We will assist Your Business with Emergency Response Costs in response to a Cyber Emergency Your Business first discovers during the Period of Cover.

The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

2 DEFINITIONS

In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings. Words in singular include the plural and words in plural include the singular.

2.1 By "Access Device" We mean:

Any device used to control and/or restrict access to Your Business Account to initiate a Funds Transfer for business related purposes. In the event of the Access Device being stolen Your Business must, within at least two hours of the discovery of the theft event, request that Your Financial Institution delink Your Accounts linked to the stolen device, cancel all related debit and credit cards and change all passwords and logins accordingly to mitigate the potential loss due to fraud;

2.2 By "Account" We mean:

An account held with a Financial Institution, in the name of Your Business and established for business purposes only, which Your Business transacts with electronically via an Access Device. Any funds held on and/or administered on behalf of a third party are specifically excluded from cover.

2.3 By "Account Verification" We mean:

The process of verifying new or existing details belonging to Your Payee in order to verify the authenticity of the details provided for a Funds Transfer. The documented process must include the following:

- 2.3.1 Procedure for vetting new vendors/payees;
- 2.3.2 Verification procedure for new beneficiaries loaded on the Account for Funds Transfers;

- 2.3.3 Verification process for the amendment of existing beneficiary Funds Transfers.
- 2.3.4 Your Business must be able to prove compliance to the procedures documented in the event of a claim.
- 2.4 By "Annual Aggregate Limit" We mean:**
The maximum amount We will pay for all events per annum combined during the Period of Cover, including any optional Extended Reporting Period as stated in the Policy Schedule and excludes the maximum payable for Funds Protect
- 2.5 By "Business Interruption Loss" We mean:**
The operating profits, which cannot be earned during the total or partial interruption to the Computer System, plus fixed operating expenses as a result of a Cyber Emergency, for a continuous period not exceeding six months. It also includes the reasonable and necessary costs and expenses incurred by Your Business for the sole purpose of minimising the reduction in income from Your Business during the period of interruption.

Business Interruption Loss will begin after 12 (twelve) consecutive hours of total or partial interruption.
- 2.6 By "Computer System" We mean:**
Computing hardware, software, firmware and associated electronic components and mobile devices under Your Business's ownership, operation, control or lease, or hosted for Your Business by a third party with whom Your Business has a written contract and used for the purposes of Your Business activities.
- 2.7 By "Cover Limit" We mean:**
The maximum amount payable per Event and in the Annual Aggregate Limit as reflected on the Policy Schedule.
- 2.8 By "Cyber Emergency" We mean:**
- 2.8.1 unauthorised acquisition, access, disclosure, or loss of Personally Identifiable Information that is in the care, custody or control of Your Business or that of a third party with whom Your Business has a contractual relationship;
 - 2.8.2 unauthorised access to or use of the Computer System, including any loss, alteration, corruption, or damage to software, applications, or data existing in the Computer System;
 - 2.8.3 infection of the Computer System by malicious code or transmission of malicious code from the Computer System to a third party, or
 - 2.8.4 a Denial of Service Attack on the Computer System, or
 - 2.8.5 a Cyber Extortion Threat.
- 2.9 By "Cyber Extortion Costs" We mean:**
Reasonable and necessary costs incurred by Your Business, in investigating and resolving a Cyber Extortion Threat including making a Ransom payment made with our prior written consent. Consent to a ransom payment will only be provided after law enforcement authorities have been advised of the Cyber Extortion Threat.
- 2.10 By "Cyber Extortion Threat" We mean:**
The unlawful monetary demand made by an individual or organisation threatening to disrupt the Computer System belonging to Your Business; corrupt, damage, destroy, disclose or withhold data stored by Your Business, compromise Your Business's website; or hinder access to Your Business's Computer System by electronic means. Cover is limited to the sublimit as per the Policy Schedule.
- 2.11 By "Damages" We mean:**
The compensatory amount resulting from a judgement or award that Your business is legally obliged to pay, or settlement agreed to by Your Business and Us. Damages does not mean the following:
- 2.11.1 civil or criminal fines or penalties imposed upon Your Business;
 - 2.11.2 liquidated damages in excess of Your Business's liability that otherwise results from a claim;
 - 2.11.3 punitive or exemplary damages, other than to the extent insured by law in the applicable jurisdiction;
 - 2.11.4 trading losses or the loss of diminution of monetary value of any electronic funds transfer or other electronic transaction;
 - 2.11.5 the value of non-monetary relief, including any amount attributable to or arising from any non-monetary relief.
- 2.12 By "Data" We mean:**
Electronic data and/or computer software. This includes electronic data belonging to Your Business that is managed, hosted and stored by an outsource service provider with whom Your Business has a written contract and used for the purposes of Your Business activities.
- 2.13 By "Data Restoration Costs" We mean:**
The reasonable and necessary costs incurred by Your Business, to regain, replace, or restore Data originally stored in the Computer System and damaged, lost or corrupted in a Cyber Emergency. However, if Data cannot reasonably be regained, replaced, or restored, then Data Restoration Costs will be limited to the reasonable and necessary costs incurred by Your Business to reach this determination. Cover is limited to the sublimit as per the Policy Schedule.

- 2.14 By "Defence Costs" We mean:**
All reasonable and necessary external lawyers and experts fees incurred with Our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a Claim.
- 2.15 By "Denial of Service Attack" We mean:**
A deliberate and unauthorised attack on the Computer System designed to overwhelm its processing capacity and render the Computer System unavailable, either temporarily or permanently, to intended and authorised users.
- 2.16 By "Emergency Response Costs We mean:**
The following reasonable and necessary fees and costs incurred by Your Business with Our prior written consent in response to a Cyber Emergency in your Computer Systems:
- 2.16.1 forensic costs;
 - 2.16.2 external legal fees in managing your response to the Cyber Emergency;
 - 2.16.3 costs to notify any affected data subject of a breach of Personally Identifiable Information as well as to notify any authority as required by applicable law or regulation;
 - 2.16.4 following notification of the breach, costs to use a third-party call centre to answer enquiries from any data subject of a breach of Personally Identifiable Information;
 - 2.16.5 credit monitoring costs as required by applicable law or regulation.
- 2.17 By "Excess" We mean:**
The first part of the claim amount payable by Your Business. Any claim under the Funds Protect section does not require the payment of an Excess amount.
- 2.18 By "Employee" We mean:**
Any person and or entity acting directly and or indirectly for and on behalf of Your Business. This includes but is not limited to agents, employees, officers, members, independent contractors, volunteers or any other persons associated with Your Business.
- 2.19 By "Financial Institution" We mean:**
A legally recognised and regulated juristic entity, such as, but not limited to, banks and credit card companies, which provides Funds Transfer services to Your Business.
- 2.20 By "Fund Transfer" We mean:**
A debit from Your Business Account as a direct result of an electronic transfer of funds for a business-related transaction. A Funds Transfer excludes payments made in cash. All Funds Transfers attributable to one originating source or cause are considered to be one event. By event we mean the period from the date of the initial Funds Transfer until the date that the loss is reported to the Financial Institution. Cover is limited to the sublimit as per the Policy Schedule.
- 2.21 By "Inception Date" We mean:**
The date, as reflected on the Policy Schedule, on which the Policy is effective.
- 2.22 By "Insurer" We mean:**
Bryte Insurance Company Limited, a licensed insurer and the underwriter.
- 2.23 By "Internet Security Software" We mean:**
A comprehensive paid for internet security software subscription that provides cyber security and protection for the Access Device/s utilised by Your Business. We must be able to verify the validity and authenticity of the license, held in the name of Your Business, and all updates must be installed at the date of Event. Free or trial versions of any internet security software are not permitted. Your Business may be required to submit the proof of purchase of the Internet Security Software in order to validate a claim.
- 2.24 By "Loss of Funds" We mean:**
The actual monetary amount of the Funds Transfer from Your Business Account as a result of the fraudulent conduct of a third party, without collusion from Your Business or Employees, which is irrecoverable from a Financial Institution or Your Payee. The Funds Transfer must have occurred during the Period of Cover and Your Business must first have sought reimbursement from the Financial Institution that holds the Account from which the funds were transferred.
- 2.25 By "Multimedia Liability Claims" We mean**
Damages and Defence Costs that Your Business is legally obligated to pay, resulting from Claims first made against Your Business during the Policy Period arising from a Cyber Emergency and alleging:
- 2.25.1 libel, slander or defamation; or
 - 2.25.2 infringement of Intellectual Property Rights or any unintentional act of passing off;
 - 2.25.3 improper deep-linking, framing, web harvesting, web scraping or data extraction;
 - 2.25.4 non-conformance with any relevant legal requirements relating to discrimination solely occasioned through Your Business's website content, social media presence or other online mediums.
- 2.26 By "PCI Fines and Penalties" we mean:**
Contractual fines or penalties of credit card companies or other financial service providers first imposed on Your Business during the Period of Cover and for which Your Business is legally liable for a breach of PCI Security Standards. We will only pay penalties that are insurable under relevant law. Cover is limited to the sublimit as per the Policy Schedule.

2.27 By "Period of Cover" We mean:

The period of time between the inception date reflected in the Policy Schedule and the effective date of termination, expiration or cancellation of this Policy. A period of twelve months, whether continuous or not, from the Inception Date until the effective date of termination, expiration or cancellation, or the date of renewal, whichever event occurs first. Any period for which no Premium is received will be excluded from the Period of Cover.

2.28 By "Personally Identifiable Information" We mean:

Any information about a natural person that is required by applicable local, state, federal, or foreign law or regulation to be protected from unauthorised access, acquisition, or disclosure. Personally Identifiable Information that is managed, hosted and stored by an outsource service provider with whom Your Business has a written contract and used for the purposes of Your Business activities is included.

2.29 By "Policy" We mean:

This document, accompanying Policy Schedule, proposal form and any other information Your Business has provided to Us.

2.30 By "Policy Schedule" We mean:

The document which specifies the name of Your Business, the Cover Limit, Premium payable and the Period of Cover.

2.31 By "Premium" We mean:

The amount payable in advance by Your Business in consideration of the insurance coverage. The Premium is an annualised premium which may be paid monthly as per the frequency noted on the Policy Schedule.

2.32 By "Regulatory Expenses and Penalties" We mean:

A civil fine or penalty imposed on Your Business by a government or regulatory authority following a regulatory investigation first brought against Your Business during the Policy Period, together with any associated legal expenses Your Business incurs in responding to such investigation. We will only pay civil fines or penalties that are insurable under applicable law in the jurisdiction in which they are brought.

2.33 By "Third Party Claim" We mean:

Any written demand, notice of pending action or civil, criminal, administrative, regulatory or arbitral proceedings against Your Business seeking compensation, regulatory penalties or other legal remedy, A claim shall be deemed made when Your Business receives a written notice of demand, notice of pending action, criminal, administrative, regulatory or arbitral proceedings, investigation or penalty. All claims consequent upon or attributable to one originating source or cause are considered to be one claim and be deemed made when the first written notice of such is made.

2.34 By "We /Us/Our" We mean:

Phishield UMA (Pty) Ltd, the administrator.

2.35 By "Your Business" We mean:

The juristic person specified as the policyholder in the Policy Schedule. This includes, but is not limited to partnerships, companies, close corporations, sole proprietors, trusts and associations.

2.36 By "Your Payee" We mean:

The third party to whom the Funds Transfer has been effected to.

3 SPECIAL CONDITIONS OF COVER

The insurance cover is conditional upon the following:

- 3.1 All Computer Systems and Access Devices must be protected by Internet Security Software on date of the loss;
- 3.2 The payment of the Premium by Your Business or on behalf of Your Business and the receipt thereof by or on behalf of Us;
- 3.3 For all policies with a Funds Protect cover limit of R500 000.00 (five hundred thousand rand) and above, Your Business must have documented Account Verification procedures in place.

4 SPECIFIC EXCLUSIONS

- 4.1 We will not pay any Emergency Response Costs, Business Interruption Losses, Data Restoration Costs, Cyber Extortion Costs, Third Party Damages and Defence Costs, Regulatory Expenses and Penalties, Multimedia Liability Claims and/or Payment Card Industry (PCI) Fines as detailed below:
 - 4.1.1 arising from any actual or alleged violation of any applicable legislation governing antitrust, restrictive trade practices, and or consumer protection. However this exclusion shall not apply to Multimedia Liability Claims.
 - 4.1.2 arising from or as a consequence of death or bodily injury, however, this exclusion shall not apply to mental anguish or emotional distress so long as it does not otherwise arise from death or bodily injury.
 - 4.1.3 based upon or arising from any criminal, dishonest, intentional, or knowingly wrongful acts committed by Your Business; For purposes of applying this exclusion the acts, knowledge or conduct of any person covered under this policy who is not a director, officer, or partner of Your Business will not be imputed to any other person covered under this policy.

- 4.1.4 based upon or arising from any interruption, however caused, of supply of electricity, gas, water, sewerage, internet, telecommunication, or satellite service that is not under Your Business's operational control.
 - 4.1.5 due to confiscation, nationalisation, requisition, destruction of, damage to or interruption of the Computer System by order of any governmental or public authority.
 - 4.1.6 based upon or arising from any Cyber Emergency and/or Claim of which Your Business was aware of prior to the Period of Cover.
 - 4.1.7 to the extent that this Policy may provide a benefit to an individual or business on any United Nations, United States, United Kingdom or European Union Sanctions list.
 - 4.1.8 arising from or in connection with physical damage to tangible property.
 - 4.1.9 knowingly unlawful collection, acquisition or use of Personally Identifiable Information.
- 4.2 We will not pay any Third Party Damages and Defence Costs, Regulatory Expenses and Penalties, Multimedia Liability Claims and/or Payment Card Industry (PCI) Fines for the following:
- 4.2.1 based upon or arising from any liability assumed by Your Business under contract or agreement, whether written or oral, provided, however, that this exclusion will not apply to:
 - 4.2.1.1 liability that would have existed in the absence of such contract or agreement, or
 - 4.2.1.2 PCI Fines and Penalties;
 - 4.2.2 arising from any claim against any director, officer or partner of Your Business when acting in that capacity or when managing Your Business;
 - 4.2.3 for any Third Party Claim made by or on behalf of a director, officer, or partner of Your Business, or by any legal entity in which Your Business has greater than a twenty five percent (25%) ownership interest;
 - 4.2.4 for any Third Party Claim based upon, directly or indirectly arising from or attributable to the rendering or failure to render professional services and/or professional advice to a third party by Your Business; or
 - 4.2.5 for a breach or alleged breach of any contract for the provision of professional services and/or professional advice to a third party by Your Business;
 - 4.2.6 for any claim where the proper law of the United States of America or Canada, or their territories or protectorates is applied to any of the issues in any matter the subject of cover under this Policy.
- 4.3 Under the Funds Protect cover on this Policy, we will not pay for any losses arising directly or indirectly:
- 4.3.1 Counterfeit or stolen goods and goods and/or services deemed not fit for purpose by Your Business;
 - 4.3.2 Any Loss of Funds from trust accounts regulated by the Legal Practice Act 28 of 2014;
 - 4.3.3 Any Loss of Funds from trust accounts regulated by the Property Practitioners Act 22 of 2019;
 - 4.3.4 Funds Transfers as a result of errors, omissions and/or negligence by Your Business and/or a Financial Institution;
 - 4.3.5 All Funds Transfers for goods and/or services advertised on classified sites;
 - 4.3.6 Goods and/or services delivered to Your Payee or not received by Your Business;
 - 4.3.7 Any dishonest, criminal, malicious or fraudulent acts by an Employee or any person acting in concert with Your Business or acts Your Business participated in, directed, or had prior knowledge of;
 - 4.3.8 Any direct or indirect consequential loss or damage suffered by Your Business or a third party;
 - 4.3.9 Any Funds Transfer deducted and/or reversed from Your Business Account by a Financial Institution;
 - 4.3.10 All Fund Transfers between Your Business and its subsidiary businesses and/or businesses owned and/or controlled by the director, shareholders and/or management team;
 - 4.3.11 Any Loss of Funds from cryptocurrency accounts and/or any unregulated investment funds/schemes;
 - 4.3.12 Any Loss of Funds due to unlicensed software use, computer viruses or similar destructive media.
 - 4.3.13 Financial loss due to loss of income for example, but not limited to, deposits and/or credit amounts not reflecting in Your Business's Account;
 - 4.3.14 All monies belonging to third parties administered by You or held in Your Business's Account.
 - 4.3.15 Any loss due to an armed robbery or due to disclosure of Your Business 's Account passwords, PIN and/or login details under duress;
 - 4.3.16 Loss of goods;
 - 4.3.17 Non-compliance of regulations governing and/or standard accepted risk management practices applicable to the specific industry of Your Business.

5 GENERAL EXCLUSION: FRAUD

- 5.1 We do not pay for fraud, dishonesty, misrepresentation, or wilful acts.
- 5.2 We do not pay for claims that are based on or are a result of fraud. This means if any part of Your Business's claim is fraudulent the entire claim will not be paid.
- 5.3 Fraud means giving misleading or incorrect facts. For example:
 - 5.3.1 If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim; or
 - 5.3.2 If documents and information to support a claim, whether created by Your Business or on its behalf, are not true or are fraudulent.
 - 5.3.3 We do not pay for any claims for events that Your Business, or any person colluding with it, bring about deliberately so that Your Business can make a claim. Colluding means to act together to achieve a dishonest

or fraudulent outcome.

- 5.4 If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if any accident, loss, destruction, damage or liability be occasioned by the willful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the Policy will be cancelled.

6 GENERAL EXCLUSION: COMMUNICABLE DISEASE EXCLUSION

- 6.1 Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 6.2 For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- 6.2.1 for a Communicable Disease, or
 - 6.2.2 any property insured hereunder that is affected by such Communicable Disease.
- 6.3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 6.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 6.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 6.3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 6.4 This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
- 6.5 All other terms, conditions and exclusions of the policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.

7 EXTENDED REPORTING PERIOD

- 7.1 If this policy is terminated by either Us or Your Business for any reason other than non-payment of premium and provided that to Your Business's knowledge no Cyber Emergency has occurred, no Third Party Claim has been made and no other similar insurance has been arranged, then You shall have the right to:
- 7.1.1 an automatic extended reporting period for a period of thirty days (30) for no additional premium, or
 - 7.1.2 an extended reporting period of 12 months for 100% of the Policy Premium stated in the Schedule.
- 7.2 To be granted 7.1.1 and 7.1.2 above Your Business must:
- 7.2.1 advise Us of Your Business's election in writing within 30 working days after the termination date and we must have received the election AND
 - 7.1.2 pay the additional Premium, and we must have received it within 30 working days after the termination date.
- 7.3 During the extended reporting period, coverage afforded by this Policy will apply to a Cyber Emergency first notified and/or Third Party Claim first made against Your Business and reported to Us during the Extended Reporting Period.

8 LOSS SERIES CLAUSE

- 8.1 All Emergency Response Costs, Business Interruption Losses, Data Restoration Costs, Cyber Extortion Costs, Third Party Damages and Defence Costs, Regulatory Expenses and Penalties, Multimedia Liability Claims and or Payment Card Industry (PCI) Fines consequent upon or attributable to one originating source or cause are considered to have arisen from one and the same Cyber Emergency and are deemed to have occurred at the time of first discovery of a Cyber Emergency or when the first written notice of Third Party Claim is made, whichever is the earlier.

9 GENERAL CONDITIONS AND PROVISIONS

- 9.1 Misrepresentation or non-disclosure of any material information on any documentation associated to this Policy shall render the Policy voidable.
- 9.2 Where Your Business has concurrent cover for an event as defined in this Policy, We will only be liable for the rateable portion of the amount payable in respect of a claim event.
- 9.3 Unless otherwise agreed to in writing, only one juristic person per Policy will be covered and all business related Accounts must be held in the name of Your Business.
- 9.4 Multiple Funds Transfers shall be deemed to be one event if they are as a result of a common cause of loss and the Cover Limit will not apply to each individual Funds Transfer separately.
- 9.5 All claims will be paid in South African Rands only into the nominated bank account of an Account held in the name of Your Business.

- 9.6 Nothing in this Policy shall give any rights to any persons or parties and any indemnity provided shall not give any rights of claim to any persons or parties.
- 9.7 This Policy is subject to the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction.
- 9.8 If the Cover Limit is increased at any time, the new Cover Limit will only be applied to Funds Transfers that are effected after the date of the increase request.
- 9.9 This Policy is not transferable to another person or party.
- 9.10 Your Business shall take all reasonable steps and precautions to prevent accidents or losses including, but not limited to compliance with adherence to laws and regulations, any risk improvements actions (where applicable) which are relevant to the risk.

10 CLAIMS

- 10.1 As a condition precedent to Our obligations under this Policy, when Your Business discovers a Cyber Emergency, you must immediately call the Phishield Cyber Emergency Hotline at **+27 10 312 5257**. You must also, as soon as practicable, but no later than 30 (thirty) days after the end of the Period of Cover, notify Us of the Cyber Emergency, in writing, by sending an email to claims@phishield.com.
- 10.2 Immediately (but no later than 24 hours after becoming aware of a Loss of Funds) Your Business must notify the Financial Institution from which the Funds Transfer was effected, or transferred to, to avoid a further Loss of Funds occurring;
- 10.3 Your Business must take all reasonable and practical steps to discover the guilty party and to recover the Loss of Funds;
- 10.4 Where statutorily required, Your Business must report any fraudulent activity to the police and/or authorities.
- 10.5 In order for Us to assess and process the claim, We require the following:
- 10.5.1 Fully completed Phishield Claim Form which includes a detailed description of the Cyber Emergency and/or Loss of Funds;
 - 10.5.2 Where applicable, a statement of Account from the Financial Institution reflecting the Funds Transfer;
 - 10.5.3 A letter from the Financial Institution stating that they will not reimburse for the Loss of Funds event.
 - 10.5.4 Company registration documents or related documentation to verify the identity of Your Business;
 - 10.5.5 Any other documentation We may require in order to process the claim such as, but not limited to, sworn declarations in connection with the Cyber Emergency and/or Loss of Funds, communications between Your Business and relevant third parties, case numbers etc.;
 - 10.5.6 Copy of the Policy schedule;
 - 10.5.7 For a Loss of Funds event, a copy of the Account Verification procedure utilised by Your Business and proof that the procedure has been adhered to.
- 10.6 Any claim submitted will expire after 24 months from the date of the Cyber Emergency and/or Loss of Funds unless the claim is the subject of pending legal action.
- 10.7 Following a claim event, We reserve the right to take over and conduct any legal proceedings in the name of Your Business against any third party responsible for the Cyber Emergency and/or Loss of Funds, including prosecution of any guilty party. We shall have full discretion in the conduct of proceedings and in the settlement of any claim. Your Business may be called upon to render all assistance with regards to any legal proceedings. Should Your Business fail to render assistance when called upon to do so, Your Business shall immediately become liable to repay Us all amounts paid in respect of the claim.
- 10.8 Your Business may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without Our written consent.
- 10.9 Your Business shall do and permit to be done all such things as may be necessary or reasonably required by Us for the purpose of enforcing any rights to which We shall be, or would become subrogated upon indemnification of Your Business whether such things will be required before or after such indemnification.
- 10.10 If any claim under this policy is in any respect fraudulent, dishonest, inflated or if any fraudulent means or devices are used by Your Business or anyone acting on Your Business's behalf, knowledge or consent to obtain any benefit from this Policy, the benefit afforded in respect of any such claim shall be forfeited.
- 10.11 Your Business will need to let Us know if Your Business has insurance cover with another provider that covers the same Event. We will not cover any Cyber Emergency and/or Loss of Funds covered by a third party.
- 10.12 Your Business must inform Us of any possible prosecution, legal proceedings or claim that could be lodged against Your Business as a result of the incident for which has already been claimed for.
- 10.13 In the event of a dispute as to whether the conduct of the third party is fraudulent, the outcome of court proceedings will be used as the deciding factor.

11 GENERAL EXCEPTIONS

- 11.1 Notwithstanding any provision of this Policy which would otherwise override a general exception, We do not pay for any claim, loss, damage, cost or expense of any nature whatsoever related to or caused by:
- 11.1.1 Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any related activity;
 - 11.1.2 War, invasion, act of a foreign enemy, hostilities, civil war or warlike operations. This includes losses related to war, whether or not a fund has been established under the War Damage Insurance and Compensation Act No 85 of 1976 or any similar law in any country to which this Policy applies;

- 11.1.3 Any loss of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism which includes, without limitation, the use of violence or force or the threat to bring about political aim, social change, economic change as well as any protest against any state or government, provincial, local or tribal authority. Acts of terrorism include acts committed for political, religious, personal or ideological reasons.
- 11.1.4 This policy does not cover any claim, loss, damage, cost, liability, expense, consequential loss or damage of any nature whatsoever directly or indirectly caused by, resulting from, arising out of, in connection with a national (including regional, municipal, local and/or private) interruption, failure, interference, or suspension of the electricity supply to the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

12 CANCELLATION OF THE POLICY

- 12.1 Your Business may cancel the Policy at any time by giving 30 days' written notice.
- 12.2 We may cancel the Policy at any time by giving 30 days' written notice.
- 12.3 The cancellation period may be varied by mutual agreement.
- 12.4 No refund of premiums will be payable in the event that Policy is cancelled and there has been no claims paid.
- 12.5 Should the premium not be received for two consecutive months, the Policy will automatically be cancelled.
- 12.6 Should the premium not be received due to the debit authorisation being cancelled by Your Business the Policy will be automatically cancelled.

AMENDMENT OF POLICY TERMS AND CONDITIONS

We may make changes to the terms and conditions of this Policy as and when We deem it necessary to do so. When We do, We will give 31 days' written notice to Your nominated email address.

TERRITORIAL LIMITS

There are no territorial limits for this Policy i.e. Your Business is covered anywhere in the world, subject to relevant local legislation and regulatory requirements. The registered place of business must be within the borders of the Republic of South Africa.

UPDATE OF PERSONAL INFORMATION OR PERSONAL CIRCUMSTANCES

It is very important that You keep Us updated with Your contact information and details, especially Your nominated email address, as all communication from Us will occur via electronic means only. The onus is on You to ensure that We have the correct and active email address and contact details and We will accept no liability for any errors in this regard. Your personal details include, but are not limited to:

- Email address/contact details;
- Any refusal for cover or claims due to fraud or dishonesty;
- Potential risk which may affect the terms and conditions of this Policy.

Inform Us immediately of any changes to Your circumstances that may influence the terms and conditions of this Policy.

HONESTY IS ALWAYS THE BEST POLICY

Always provide Us and the authorities with true and complete information. This applies to any other party that may act on Your behalf. We act on the information provided by You, therefore any information which is misleading, incorrect or false will prejudice the validity of all claims or may make this Policy null and void (You will no longer be entitled to any benefit and any premiums paid will be forfeited).

SHARING OF INFORMATION AND CONFIDENTIALITY

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidence of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders. The sharing of information includes, but is not limited to, information sharing via the Information Data Sharing System operated by the Insurer's service provider on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, give consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information in regard to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases. By insuring or renewing your insurance, you hereby not only consent to such information sharing but also waive any rights of confidentiality with regard to underwriting or claims information that you have provided or that has been provided by another person on your behalf. In the event of a claim, the information you have supplied with your application, together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

PROTECTION OF PERSONAL INFORMATION

The Protection of Personal Information Act 4 of 2013 ("POPIA") gives effect to your constitutional right to privacy in relation to safeguarding your personal information when processed by a responsible party, namely Phishield UMA (PTY) Ltd ("Phishield"). In this

regard you give consent to Phishield and the Insurer to retain your personal information and to use and share this information with legitimate sources only for the purpose of this insurance contract. Should you decide to cancel this insurance contract you further consent to Phishield and the Insurer retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only. Phishield confirms its commitment to ensure that your information is kept confidential and has implemented appropriate measures to prevent loss, damage, unauthorised and unlawful access thereto. Should you, at any point, wish to revoke this consent/authorisation, please contact Phishield or your broker who will contact Phishield. The appropriate action will be taken in line with your request.

A copy of our privacy policy is available at www.phishield.com.

COMPLAINTS AND DISPUTED / REJECTED CLAIMS

Should Your claim be rejected, You will be notified in writing and will be provided with the reasons for rejection. If You disagree with the outcome (Our final decision) of Your claim with Us, You may object in writing within 90 days from the date of rejection. You will need to make written representation to Us with valid reasons as to why You disagree with Our decision. The claim may be reconsidered and You will receive further written notification of the outcome of Your dispute. Following directly on the first day after the 90 day period mentioned above, You will have a further 6 months to serve a formal summons on Us. If You have not formally (in writing) raised Your objection within any of these reasonable time frames, You will then no longer have the right to dispute the outcome.

Please send any formal notification of disputes to complaints@phishield.com.



PHISHIELD UMA DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

As a short-term insurance policyholder or prospective policyholder, you have the right to the following information:

The Insurer

Name: Bryte Insurance Company Limited ("Bryte")
Company registration number: 1965/006764/06
FSP number: 17703
VAT registration number: 4530103581
Services: Advice and Intermediary
Categories: Short Term Insurance (Personal Lines and Commercial Lines)
Professional Indemnity and Guarantee: Bryte has Professional Indemnity and Fidelity Guarantee Insurance
Physical address: Rosebank Towers, Fifth Floor, 15 Biermann Avenue, Rosebank, 2196
Postal address: PO Box 61489, Marshalltown, 2107
Contact telephone number: +27 (0) 11 088 7000
Email address: corporate.communications@brytesa.com
Website: www.brytesa.com
Compliance email address: compliance@brytesa.com
Compliance contact person: Head of Compliance

The Administrator

Name: Phishield UMA (Pty) Ltd
Company registration number: 2012/130796/07
FSP number: 46418
VAT registration number: 4800270268
Services: Advice and Intermediary
Categories: Short Term Insurance (Personal Lines and Commercial Lines)
Physical address: Fourways View Office Park, Block C, 1210 Sunset Avenue, Fourways 2191
Postal address: Fourways View Office Park, Block C, 1210 Sunset Avenue, Fourways 2191
Email address: enquiries@phishield.com
Contact telephone number: +27 10 312 5257

Compliance Officer information

Name: Compliance Trust
Email address: niel@compliancetrust.co.za
Contact telephone number: +27 11 597 1504
Contact person: JD Wessels

Complaints management desk

a. Non-Claims Complaints

In the event of you being dissatisfied with any services/disclosure aspects or you have any queries, please contact us on:

Contact telephone number: 0800 12 11 70
Email address: nonclaimcomplaints@brytesa.com

b. Claims Complaints

In the event of you being dissatisfied with the way in which your claim is being handled, please contact us on:

Contact telephone number: 0800 12 11 70
Email address: claims.complaints@brytesa.com

In the event that you want to escalate your claim after discussing it with the Insurer's claims manager, you can refer it to the Ombudsman for Short-term Insurance.

Escalation of complaints

a. FAIS Ombudsman

Postal address: PO Box 32334, Braamfontein, 2017
Contact telephone number: +27 (0) 11 726 8900
Email address: info@faisombud.co.za
Website: www.faisombud.co.za

b. Ombudsman for Short-term Insurance

Postal address: PO Box 74571, Lynwood Ridge, 0040
Contact telephone number: +27 (0) 12 470 9080
Email address: info@osti.co.za
Website: www.osti.co.za

c. **Particulars of the Financial Sector Conduct Authority (FSCA)**

Postal address: PO Box 35655, Menlo Park, 0102
Contact telephone number: +27 (0) 12 428 8000
Toll free: 0800 11 04 43 / 0800 20 20 87
Website: www.fscsa.co.za

Fraud Reporting

If you become aware of irregularities on any policy, you can contact our independent fraud line. Your call will be treated in confidence:

Free call phone: 0800 16 74 64
Unique email address: brytesa@tip-offs.com
Freepost address: Tip-offs Anonymous, Free Post KZN 138, Umhlanga Rocks, 4320

Legal status and any interest in the insurer

Phishield UMA (PTY) Ltd administers the Phishield Funds Protect and Cyber Protect products on behalf of the Insurer, Bryte Insurance Company Limited as mandated according to a signed binder agreement.

Phishield UMA (Pty) Ltd is a company with limited liability and received more than 30% of its income from the Insurer.

Professional indemnity/Fidelity guarantee insurance

Phishield UMA (PTY) Ltd has Professional Indemnity insurance.
We do not have Fidelity Guarantee insurance.

Premium payment

Maximum commission payable to the intermediary: 20% of the premium as stated in the schedule

A binder fee is included in the gross premium which is payable to the Administrator.

Annual Premium Payment: For cover to start, we must receive your premium within 30 days of the start date. If we do not receive your premium, your policy will not start. If you want to renew your policy, we must receive your premium within 30 days of the anniversary date. If your payment is not received, the policy will not renew. You will only have cover up to midnight on the last day of the year that we have received a premium for.

Monthly Premium Payment: If you pay monthly in advance and we cannot collect the premium on the debit order date, we will try to debit your bank account on the following debit order date with the outstanding premium and the new premium due for the current month.

In the event that only one premium is received this premium will be utilised for the first monthly unpaid premium and the current month's premium will remain unpaid and will be re-debited at the next debit date.

If we still cannot collect this premium, the policy will end on the last day of the month that we received a premium for. If you have a claim during a period when a debit order has not been paid, depending on the reason or being unpaid, we may, at our discretion, consider the claim once we have received the outstanding premium.

For consequences regarding non-payment, please refer to your policy wording.

Conflict of interest policy

The protection of your interests is our primary concern and we strive to ensure that there is no circumstance that could give rise to actual or potential conflict of interest in dealing with you. For more details, a conflict of interest management policy is available to clients upon request.

For a copy of the Insurer's conflict of interest policy, please visit <https://www.brytesa.com/legal/faqs-disclosure/>

Cooling off rights

You may exercise your cooling off rights within 14 (fourteen) days after receipt of your policy documents by providing us with written or verbal notice to cancel your policy. Provided that no benefit has yet been paid or claimed or an insured event has not yet occurred, all premiums or monies paid by you, to Bryte up to the date of receipt of the notice or received on any date thereafter will be refunded to you, subject to the deduction of any risk cover enjoyed.

Waiver of rights

The FAIS Code of Conduct provides that no provider may request or induce in any manner a customer to waive any right or benefit conferred on the customer by, or in terms of, any provisions of this code, or recognise any such waiver by the customer and any such waiver is null and void.