



This Policy is a formal agreement between You 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 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.

1.1 By "Account" We mean:

An account held with a Financial Institution, in Your name and established for personal purposes only, which You transact with electronically via a Computer Device.

1.2 By "Aggregate Limit" We mean:

The maximum amount We will pay for all Insured Events combined during the Period of Cover, with the exception of Loss of Funds under Section 4.1 Funds Protect that has a Cover Limit applying only per event.

1.3 By "Child/Children" We mean:

A natural person under the age of 18 (eighteen) years who is not legally competent, cannot act without the assistance of a competent person and unable to take any action or decision in respect of any matter concerning himself or herself. The Child must be living at the registered address of the Policyholder.

1.4 By "Computer Device" We mean:

A laptop, desktop personal computer, tablet computer or smartphone owned by You and utilised primarily for personal purposes. It includes a Wi-Fi router or internet access point connected thereto.

1.5 By "Cover Limit" We mean:

The maximum amount payable per Insured Event subject always to the Aggregate Limit, save for section 4.1 Funds Protect, that has a Cover Limit applying only per event, as is reflected on the Policy Schedule.

1.6 By "Cyber Attack" We mean:

Infection of Your Computer Device with malware and/or a third party hack into Your Computer Device.

1.7 By "Cyber Bullying" We mean:

More than one related act of harassment or intimidation through electronic means of communication. It may include unlawful defamation, threat, coercion, discrimination, abuse, humiliation and cyber stalking.

1.8 By "Cyber Extortion" We mean:

The credible threat and/or action against Your Computer Device and/or Your personal Data stored on Your Computer Device in exchange for the payment of a ransom to the third party. Threats and/or action against You include the corruption, deactivation, encryption or deletion of Data; or the publication of Data; or the refusal of access of Data or Your Computer Device by the third party.

1.9 By "Data" We mean:

Electronic Data and/or computer software.

1.10 By "Family" We mean:

The persons living in the same household as You and includes the Spouse, Partner and their Children, provided that the Policyholder's address is registered as that of their primary residence.

1.11 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 You.

1.12 By "Fund Transfer" We mean:

A debit from Your Account as a direct result of an electronic transfer of funds for a personal transaction.

1.13 By "Inception Date" We mean:

The date on which the Policy is effective and for which Premium has been received.

1.14 By "Insured Event" We mean:

The events specified in this document which would cause Us to pay a claim.

1.15 By "Insurer" We mean:

Bryte Insurance Company Limited, a licensed insurer and the underwriter.

- 1.16 By "Loss of Funds" We mean:**
The actual monetary amount of the Funds Transfer from Your Account.
- 1.17 By "Period of Cover" We mean:**
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.
- 1.18 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.
- 1.19 By "Policy" We mean:**
This document, accompanying Policy Schedule, proposal form and any other information You have provided to Us.
- 1.20 By "Policy Schedule" We mean:**
The document which specifies the insured persons, the Cover Limit, Insured Events, Premium payable and the Period of Cover.
- 1.21 By "Premium" We mean:**
The amount payable in advance by You 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.
- 1.22 By "Spouse" We mean:**
A person who is the partner of the Policyholder by way of marriage or customary union recognised in terms of the laws of the Republic of South Africa or in a union recognised as a marriage in accordance with the tenets of any religion. This definition includes the partner living with You as a dependant.
- 1.23 By "SAPS" we mean:**
The South African Police Service, the law enforcement agency responsible for investigating crime and security through the Republic of South Africa.
- 1.24 By "We /Us/Our" We mean:**
Phishield UMA (Pty) Ltd, the administrator.
- 1.25 By "You/Your" We mean:**
The insured person specified in the Policy Schedule and where applicable Your Spouse and/or Your Family.

2 CYBER PROTECT RESPONSE TEAM

In the event of an Insured Event, you must contact our 24 hour hotline to notify Us of the Insured Event. The hotline is available to assist You as follows:

- 2.1 Proactive assistance when You discover an Insured Event;
- 2.2 Advice with regards to how to avoid Insured Events;
- 2.3 Incident remediation;
- 2.4 Identity Protection guidance;
- 2.5 Online protection tips;
- 2.6 Liaising with third party specialists as defined under the defined Insured Events by assisting You with notification to the appropriate organisations such as Financial Institutions, report filing with SAPS, social media platforms and more;
- 2.7 Credit report enrolment;
- 2.8 Evidentiary support and assistance with information and documents required as evidence of an Insured Event;
- 2.9 Claims filing assistance.

The Phishield Cyber Emergency Hotline may be contacted telephonically on **+27 10 312 5257**. Select **Option 1**.

3 GENERAL CONDITIONS OF COVER

As a condition of Your insurance cover, You must take reasonable steps to protect Your Computer Device and Data, which includes but is not limited to:

- 3.1 Securing access to Your Computer Device by utilising passwords and/or any other biometrics provided by the manufacturer to secure Your Computer Device;
- 3.2 Where applicable, installing and regularly updating anti-malware software, as well as installation of other security software updates provided to You by the Computer Device's manufacturer;
- 3.3 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 regulations, cancel this insurance.

4 CYBER PROTECT INSURED EVENTS

NOTE: Not all Insured Events listed below are automatically included in Your insurance cover. Please refer to Your Policy Schedule to determine which Insured Events are included in your cover selection.

4.1 FUNDS PROTECT

4.1.1 Description of Cover

We will indemnify You against a Loss of Funds that occurs as a result of a Funds Transfer from Your Account due to the fraudulent conduct of a third party. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule. This section is specifically excluded from the Annual Aggregate Limit and is payable per event.

4.1.2 Insured Events covered

Cover shall be provided for the following Insured Event/s:

- 4.1.2.1 An authorised Funds Transfer which results in a financial loss;
- 4.1.2.2 An unauthorised Funds Transfer which results in a financial loss.

4.1.3 Scope of Cover

In the event that an Insured Event occurs We will reimburse You for:

- 4.1.3.1 Financial losses limited to the actual monetary amount of the Funds Transfers;
- 4.1.3.2 Financial losses which are attributable to one originating source or cause are considered to be one event;
- 4.1.3.3 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;
- 4.1.3.4 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.

4.1.4 Conditions of Cover

We will only reimburse under this Insured Event if:

- 4.1.4.1 The loss occurred due to the conduct of a fraudulent third party;
- 4.1.4.2 The Funds Transfer was effected without collaboration from You or any person You are familiar with and/or authorised to make use of the Computer Device;
- 4.1.4.3 You have first sought reimbursement from the Financial Institution that holds the Account from which the funds were transferred;
- 4.1.4.4 The Loss of Funds must be irrecoverable, in whole or in part, from Your Financial Institution or Your payee;
- 4.1.4.5 The Funds Transfer must have occurred during the Period of Cover;
- 4.1.4.6 You must immediately (but no later than 24 hours after becoming aware of a Loss of Funds) notify the Financial Institution from which the Funds Transfer was effected, or transferred to, to avoid a further Loss of Funds occurring;
- 4.1.4.7 In the event of Your Computer Device being stolen You 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;
- 4.1.4.8 You must take all reasonable and practical steps to discover the guilty party and to recover the Loss of Funds.

4.1.5 What is not covered

The following is not covered under this section:

- 4.1.5.1 Any cash payments made;
- 4.1.5.2 Any loss due to ATM fraud, for example card trapping, card skimming, shoulder surfing etc, where You are present;
- 4.1.5.3 Any loss due to an armed robbery or due to disclosure of Your Account passwords, PIN and/or login details under duress;
- 4.1.5.4 Funds Transfers as a result of errors, omissions and/or negligence by You and/or a Financial Institution;
- 4.1.5.5 Funds Transfers initiated by You for the online purchase of goods or services;
- 4.1.5.6 Any dishonest, criminal, malicious or fraudulent acts by any person acting in concert with You or acts You participated in, directed, or had prior knowledge of;
- 4.1.5.7 Any direct or indirect consequential loss or damage suffered by You or a third party;
- 4.1.5.8 Any Funds Transfer deducted and/or reversed from Your Account by a Financial Institution;
- 4.1.5.9 Any Loss of Funds from cryptocurrency accounts and/or any unregulated investment funds/schemes;
- 4.1.5.10 Any Loss of Funds due to unlicensed software use, computer viruses or similar destructive media;
- 4.1.5.11 Any Loss of Funds in which a member of Your Family or joint account holder participated in, directly and/or indirectly, and/or had prior knowledge of;
- 4.1.5.12 Ransom payments in response to Cyber Extortion.

- 4.1.5.13 Financial loss due to loss of income for example, but not limited to, deposits and/or credit amounts not reflecting in Your Account.
- 4.1.5.14 Any accounts belonging to third parties linked to Your Account profiles;
- 4.1.5.15 Loss of goods.

4.2 ONLINE SHOPPING COVER

4.2.1 Description of Cover

We will indemnify You against losses due to undelivered or damaged goods and/or services rendered that You purchased online for Your private use. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

4.2.2 Insured Events covered

Cover shall be provided for the following Insured Events:

- 4.2.2.1 Non delivery of goods where goods that You have ordered online from within the Republic of South Africa have not been delivered within 12 (twelve) weeks of the delivery date agreed to in the purchase contract.
- 4.2.2.2 Non delivery of goods where goods that You have ordered online from outside the Republic of South Africa have not been delivered within 12 (twelve) months of the delivery date agreed in the purchase contract.
- 4.2.2.3 Non-performance of services stated in the service and 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 agreement.
- 4.2.2.4 You have been delivered goods that are not the goods You purchased according to the online purchase contract. This shall also apply in the case of materially damaged goods or partial deliveries of goods. This section 4.2.2.4 applies only in relation to goods that were advertised as new and undamaged at time of purchase (no used goods).

4.2.3 Scope of Cover

In the event that an Insured Event occurs We will reimburse You for:

- 4.2.3.1 The price agreed in the purchase or service/work contract (including shipping costs) for the insured goods or services;
- 4.2.3.2 In the event of damage to the delivered goods during delivery, We will refund the costs of repair up to a maximum of the purchase price.
- 4.2.3.3 If payment for the goods or services has not been made in South African Rands, the exchange rate that was applicable at the time of the purchase or service contract shall be applied when We provide compensation.
- 4.2.3.4 Loss or damage to multiple goods or services ordered in a single purchase contract shall be deemed to be one Insured Event;
- 4.2.3.5 Notwithstanding the above, Losses from the purchase of goods and services advertised via classified advertisements are limited to 30% (thirty percent) of the Cover Limit.

4.2.4 Conditions of Cover

We will only reimburse You if:

- 4.2.4.1 Your online purchase is made during the Period of Cover and the purchase price has been paid in one amount (no instalment purchases);
- 4.2.4.2 It can be proven, in the form of written evidence, that You have made reasonable efforts to assert Your legal or contractual rights to:
 - 4.2.4.2.1 obtain a repair, replacement or subsequent delivery of non-defective goods from the seller in case of damage to the goods but You are unsuccessful;
 - 4.2.4.2.2 obtain a new delivery of the goods or service by the seller in the event of non-delivery, incorrect delivery or non-performance but You are unsuccessful;
 - 4.2.4.2.3 obtain reimbursement of the purchase price from the seller 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 but You are unsuccessful;
 - 4.2.4.2.4 obtain indemnification from the relevant postal service or courier in the case of non-delivery of an item that has proof of postage;
- 4.2.4.3 If the purchase contract is properly fulfilled at a later date, You must immediately repay to Us the benefits that We provided to You without being requested to do so.
- 4.2.4.4 All purchases must be made using legal tender.

4.2.5 What is not covered

The following is not covered under this section:

- 4.2.5.1 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.

- 4.2.5.2 Any purchase relating to supply of electricity, gas, water, telecommunications or other utilities.
- 4.2.5.3 Any purchase relating to drugs, perishable goods, plants and animals.
- 4.2.5.4 Any purchase relating to weapons and illegally acquired or unlawful goods and services.
- 4.2.5.5 Any purchase of real estate.
- 4.2.5.6 Any purchase that You concluded over the dark web and/or using special access software.
- 4.2.5.7 Any purchase of software licenses or copyrights.
- 4.2.5.8 Cancellation of an event.
- 4.2.5.9 Lost profits or interest or legal costs.
- 4.2.5.10 Gambling or betting agreements.
- 4.2.5.11 Any non-receipt of goods and services due to the seller enforcing the *force majeure* clause in the purchase contract.

4.3 IDENTITY THEFT RECOVERY COSTS

4.3.1 Description of Cover

- 4.3.1.1 We will indemnify You for fees and costs incurred in the event that You become the victim of identity theft up to the Cover Limit. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

4.3.2 Insured Events covered

Cover shall be provided for the following Insured Events:

- 4.3.2.1 Cover shall be provided for the unlawful and unauthorised transfer or use of Your Personally Identifiable Information by a third party, with the intent to carry out an unlawful activity using Your identity.
- 4.3.2.2 The manner in which a third party has obtained the necessary Data for identity theft may include, but is not limited to:
 - 4.3.2.2.1 a third party gaining access to Your means of payment, login/identification, or Personally Identifiable Information via fake email or targeted manipulation of You, such as giving a false identity (for example phishing and social engineering);
 - 4.3.2.2.2 a third party simulating the website of Your Financial Institution or another type of online payment service provider to redirect Your request to a counterfeit website and You disclose Your login/identification, or Personally Identifiable Information here in the belief of the authenticity of the website (pharming);
 - 4.3.2.2.3 a third party gains access to Your means of payment or login/identification information or Personally Identifiable Information through malware on Your Computer Devices or by any improper action on the internet.

4.3.3 Scope of Cover

In the event that an Insured Event occurs, We will reimburse:

- 4.3.3.1 Costs for drafting and notarising documents required for SAPS, financial institutions, credit agencies or similar;
- 4.3.3.2 Postage costs for mailing documents in connection with a claim;
- 4.3.3.3 Lost income as a result of time taken off work to complete affidavits, meet with legal counsel, SAPS, Financial Institutions, credit agencies or similar;
- 4.3.3.4 Credit application fees for re-applying for any credit application solely due to the lender's receipt of incorrect credit information due to identity theft;
- 4.3.3.5 Credit card or other bank fees charged by Your Financial Institution to cancel and/or reissue cards and/or bank accounts;
- 4.3.3.6 Reasonable legal fees incurred, with Our prior written consent, for:
 - 4.3.3.6.1 defence of lawsuits brought against You by a business or their collection agency;
 - 4.3.3.6.2 the removal of any criminal or civil judgments wrongly entered against You; and/or
 - 4.3.3.6.3 challenging the information in Your credit report.

4.3.4 Conditions of Cover

We will only reimburse under this Insured Event if:

- 4.3.4.1 The identity theft is first discovered by You during the Period of Cover and reported to Us as soon as practical thereafter, and
- 4.3.4.2 You have notified the SAPS and provided supporting documentation to Us.

4.3.5 What is not covered

The following is not covered under this section:

- 4.3.5.1 Any claims for loss of income for self-employed and commission earners.

4.4 DATA RESTORATION AND SYSTEM RESTORATION COSTS

4.4.1 Description of Cover

We will indemnify You for the costs of Data and system restoration. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

4.4.2 Insured Events covered

Cover shall be provided for the following Insured Events:

- 4.4.2.1 Data restoration of Data that has been corrupted, destroyed, lost or made inaccessible due to the actions of a third party.
- 4.4.2.2 Loss or damage to Your Computer Device due to a Cyber Attack.

4.4.3 Scope of Cover

In the event that an Insured Event occurs, We will reimburse:

- 4.4.3.1 The costs incurred for an IT service provider, arranged by Us, or engaged by You with Our prior consent to:
 - 4.4.3.1.1 Restore the Data to the condition that existed before the Cyber Attack;
 - 4.4.3.1.2 Transfer the restored Data to a corresponding storage medium;
 - 4.4.3.1.3 Restore the operational readiness of the affected software and/or the affected operating system.
- 4.4.3.2 The shipping charges associated with the restoration of the affected Computer Device;
- 4.4.3.3 Where the Cyber Attack has caused irreparable damage to Your Computer Device's hardware, We may, at Our discretion, reimburse You the cost of obtaining a replacement Computer Device subject to the Cover Limit. The replacement value of Your Computer Device should be the current market retail price of the particular make and model, or, if no longer available, its present-day equivalent, considering the original quality and standard of the device being replaced.
- 4.4.3.4 We will make every reasonable effort to restore the Data, however complete restoration cannot be guaranteed.

4.4.4 Conditions of Cover

We will only reimburse under this Insured Event if:

- 4.4.4.1 The Data is Your personal Data and is being stored on a Computer Device belonging to You;
- 4.4.4.2 The loss and/or damage is first discovered by You during the Period of Cover;
- 4.4.4.3 The Computer Devices were in Your possession at the time of the Cyber Attack.

4.4.5 What is not covered

The following is not covered under this section:

- 4.4.5.1 Costs for the repurchase of software licenses e.g. licenses for deleted software, games, music or films;
- 4.4.5.2 Ransom demands related to the restoration of Data or operational readiness of the Computer Device;
- 4.4.5.3 Cyber Attacks on Data stored in the cloud or on a games console;
- 4.4.5.4 Restoration of Data that is illegally in Your possession.

4.5 CYBER BULLYING

4.5.1 Description of Cover

We will indemnify You where You become a victim of Cyber Bullying by a third party. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

For the purposes of this section, an Insured Event is deemed to be from the date of the first known incident of Cyber Bullying all incidences attributable to one originating source or cause are considered to be one Insured Event.

4.5.2 Insured Events covered

Cover shall be provided for where You become a victim of Cyber Bullying by a third party.

4.5.3 Scope of Cover

In the event that an Insured Event occurs, We will reimburse:

- 4.5.3.1 The costs of psychological counselling provided by a psychologist or psychotherapist to treat mental health problems caused by Cyber Bullying.
- 4.5.3.2 The costs of moving to another place of residence within the Republic of South Africa.
- 4.5.3.3 Loss of income if You are required to take unpaid leave or must use unpaid working time to prevent or mitigate Your loss or damage from Cyber Bullying targeted against Your Child e.g. for appointments with lawyers, at school or other social institutions, with the police or the psychologist.

- 4.5.3.4 The costs of identifying an anonymous third party who is responsible for the Cyber Bullying with the assistance of a specialist IT service provider arranged by Us. We will make every reasonable effort to identify the third party, however success cannot be guaranteed.
- 4.5.3.5 The costs of an IT service provider arranged by Us to carry out the deletion of personal data published against Your will or to suppress search content or online content. This applies regardless of whether or not deletion or suppression is successful.
- 4.5.3.6 School tuition fees forgone by You or for which You are already legally obligated to pay and which the school refuses to refund or waive following the necessary removal of Your dependent Child from the school they attended at the time of the Cyber Bullying. Removal will be deemed necessary where recommended by a licensed physician or psychologist as a direct result of the Cyber Bullying.

4.5.4 Conditions of Cover:

We will only reimburse under this Insured Event if:

- 4.5.4.1 The first known incident of Cyber Bullying occurred within the Period of Cover.
- 4.5.4.2 You provide Us, when an Insured Event occurs, with suitable written evidence of the Cyber Bullying incident.
- 4.5.4.3 You avail Yourself of the benefits of this coverage section within 12 (twelve) months of reporting the Insured Events to Us.

4.5.5 What is not covered

The following is not covered under this section:

- 4.5.5.1 Insured Events provoked by You through illegal behaviour.
- 4.5.5.2 Any claims for loss of income for self-employed and/or commission earnings.

4.6 CYBER EXTORTION

4.6.1 Description of Cover

We will indemnify You against a loss suffered as a result of Cyber Extortion. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

4.6.2 Insured Events Covered

Cover shall be provided in the event where the Insured is credibly threatened or for actual acts of Cyber Extortion.

4.6.3 Scope of Cover

In the event that an Insured Event occurs, We will reimburse:

- 4.6.3.1 Reimbursement of the ransom payment made as well as associated reasonable and necessary out-of-pocket expenses that are directly related to or serve the purpose of defending against or ending the Cyber Extortion.
- 4.6.3.2 We will arrange an IT service provider and assume the costs incurred for determining the Cyber Extortion or reducing the resultant loss or damage.
- 4.6.3.3 Any ransom demand paid will be paid directly to You in South African Rands only up to the maximum Cover Limit.
- 4.6.3.4 The ransom amount payable will be limited to a maximum of 10% (ten percent) of the Cover Limit.

4.6.4 Conditions of cover

We will only reimburse under this Insured Event if:

- 4.6.4.1 The Cyber Extortion is first discovered by You and reported to Us during the Period of Cover;
- 4.6.4.2 You maintain absolute confidentiality regarding the cover provided for Cyber Extortion unless disclosure is required for legal reasons;
- 4.6.4.3 You immediately notify Us of the Cyber Extortion and any payments have prior approval from Us.

4.6.5 What is not covered

The following is not covered:

- 4.6.5.1 Costs of Data recovery due to Cyber Extortion.
- 4.6.5.2 Ransom payments made prior to receiving consent from Us.
- 4.6.5.3 Cyber Extortion resulting from You having voluntarily disclosed Data to a third party.

4.7 CYBER LIABILITY

4.7.1 Description of Cover

We will indemnify You against Your civil liability for loss or damage, including mental anguish or emotional distress, due to an Insured Event. The maximum We will pay is up to the Cover Limit stated in the Policy Schedule.

4.7.2 Insured Events Covered

Cover shall be provided for the following Insured Events:

- 4.7.2.1 The involuntary transmission of malware to a third party;
- 4.7.2.2 The breach of private or confidential third-party Data stored on Your Computer Device.

Multiple incidents shall be deemed to be one Insured Event where these incidents derive from the same cause, which are interdependent from a factual and temporal perspective, and due to the exchange or transmission of the same malware. The date of the incident shall be deemed to be from first known and/or discovered incident.

4.7.3 Scope of Cover

In the event that an Insured Event occurs We will reimburse You for:

- 4.7.3.1 Investigation costs relating to determining liability;
- 4.7.3.2 Legal costs in responding to a written demand for injunctive relief;
- 4.7.3.3 Legal defence costs against claims for damages and indemnification for Your obligations to pay damages awarded against You by virtue of legally binding judgement, award or settlement concluded with Our prior written agreement.
- 4.7.3.4 Reimbursement of expenses for defence costs and other legal costs, with the exception of Our own costs and interest due after the due date of the insurance benefit form part of, and are not in addition to, the policy limit.

4.7.4 Conditions of cover

We will only reimburse under this Insured Event in the event that the liability claim is made directly against You and reported to Us within the Period of Cover.

4.7.5 What is not covered

The following is not covered:

- 4.7.5.1 Cyber Bullying;
- 4.7.5.2 Claims arising from Your intentional dissemination of bulk mailed electronically transmitted information that is unwanted by the recipient (such as spamming);
- 4.7.5.3 Claims brought against You by Your Spouse, Family or Child.
- 4.7.5.4 Claims brought within the jurisdiction of the United States of America or Canada.

5 SPECIFIC EXCLUSIONS

In addition to the specific exclusions defined under each Insured Event, the following is specifically excluded:

- 5.1 Physical damage to tangible property. However, this exclusion shall not apply to Data Restoration and System Restoration Costs;
- 5.2 Death or bodily injury. However, this exclusion shall not apply to mental anguish so long as it does not arise from death or bodily injury;
- 5.3 Failure or interruption of infrastructure utilities, including electricity, water, internet, satellite and/or telecommunications;
- 5.4 A shutdown or material interruption of logistics and transportation (including the postal service) directly or indirectly resulting from an order of governmental or public authority;
- 5.5 Any loss of income for self-employed and/or commission earnings;
- 5.6 Any commercial or business activities carried out by You.

6 GENERAL EXCLUSION: FRAUD

- 6.1 We do not pay for fraud, dishonesty, misrepresentation, or wilful acts.
- 6.2 We do not pay for claims that are based on or are a result of fraud. This means if any part of Your claim is fraudulent the entire claim will not be paid.
- 6.3 Fraud means giving misleading or incorrect facts. For example:
 - 6.3.1 If You or anyone acting on Your behalf deliberately exaggerates the amount or size of a claim; or
 - 6.3.2 If documents and information to support a claim, whether created by You or on its behalf, are not true or are fraudulent.
 - 6.3.3 We do not pay for any claims for events that You, or any person colluding with it, bring about deliberately so that You can make a claim. Colluding means to act together to achieve a dishonest or fraudulent outcome.
- 6.4 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 wilful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the Policy will be cancelled.

7 GENERAL EXCLUSION: COMMUNICABLE DISEASE EXCLUSION

- 7.1 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.
- 7.2 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:
- 7.2.1 for a Communicable Disease, or
- 7.2.2 any property insured hereunder that is affected by such Communicable Disease.
- 7.3 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:
- 7.3.1 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
- 7.3.2 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
- 7.3.3 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.
- 7.4 This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
- 7.5 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.

8 GENERAL CONDITIONS AND PROVISIONS

- 8.1 Misrepresentation or non-disclosure of any material information on any documentation associated to this Policy shall render the Policy voidable.
- 8.2 Where You have concurrent cover for an Insured 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.
- 8.3 All claims will be paid in South African Rands only into the nominated bank account of an Account held in Your name.
- 8.4 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.
- 8.5 This Policy is subject to the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction.
- 8.6 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.
- 8.7 This Policy is not transferable to another person or party.
- 8.8 You 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.

9 CLAIMS

- 9.1 As a condition precedent to Our obligations under this Policy, when You discover an Insured Event, You must immediately call the Phishield Cyber Emergency Hotline at **+27 10 312 5257**. Select **Option 1**.
- 9.2 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 an Insured Event, in writing, by sending an email to claims@phishield.com.
- 9.3 Where statutorily required, You must report any fraudulent activity to the police and/or authorities.
- 9.4 In order for Us to assess and process the claim, We require the following:
- 9.4.1 Fully completed Phishield Claim Form which includes a detailed description of the Insured Event;
- 9.4.2 Where applicable, a statement of Account from the Financial Institution reflecting the Funds Transfer;
- 9.4.3 Where applicable, a letter from the Financial Institution stating that they will not reimburse for the Loss of Funds event.
- 9.4.4 Identity document and proof of residence;
- 9.4.5 Any other documentation We may require in order to process the claim such as, but not limited to, sworn declarations in connection with the Insured Event, communications between You and relevant third parties, case numbers etc.;
- 9.4.6 Copy of the Policy schedule.
- 9.5 Any claim submitted will expire after 24 (twenty four) months from the date of the Insured Event loss unless the claim is the subject of pending legal action.
- 9.6 Following a claim event, We reserve the right to take over and conduct any legal proceedings in the name of You against any third party responsible for the Insured Event, including prosecution of any guilty party. We shall have full

discretion in the conduct of proceedings and in the settlement of any claim. You may be called upon to render all assistance with regards to any legal proceedings. Should You fail to render assistance when called upon to do so, You shall immediately become liable to repay Us all amounts paid in respect of the claim.

- 9.7 You may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without Our written consent.
- 9.8 You 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 You whether such things will be required before or after such indemnification.
- 9.9 If any claim under this policy is in any respect fraudulent, dishonest, inflated or if any fraudulent means or devices are used by You or anyone acting on Your behalf, knowledge or consent to obtain any benefit from this Policy, the benefit afforded in respect of any such claim shall be forfeited.
- 9.10 You will need to let Us know if You have insurance cover with another provider that covers the same Event. We will not cover any Insured Event covered by a third party.
- 9.11 You must inform Us of any possible prosecution, legal proceedings or claim that could be lodged against You as a result of the Insured Event for which has already been claimed for.
- 9.12 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.

10 GENERAL EXCEPTIONS

- 10.1 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:
 - 10.1.1 Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any related activity;
 - 10.1.2 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;
 - 10.1.3 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.
 - 10.1.4 Natural perils, including earthquake, storm, fire or flood;
 - 10.1.5 Nuclear reaction, nuclear radiation or radioactive contamination.
 - 10.1.6 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.

11 CANCELLATION OF THE POLICY

- 11.1 You may cancel the Policy at any time by giving 31 days' written notice.
- 11.2 We may cancel the Policy at any time by giving 31 days' written notice.
- 11.3 The cancellation period may be varied by mutual agreement.
- 11.4 No refund of premiums will be payable in the event that Policy is cancelled and there have been no claims paid.
- 11.5 Should the premium not be received for two consecutive months, the Policy will automatically be cancelled. Should the premium not be received due to the debit authorisation being cancelled by You 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 unless specifically excluded under the Insured Events, i.e. You are covered anywhere in the world, subject to relevant local legislation and regulatory requirements. The registered place of residence 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:	nonclaimskomplaints@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.
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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.
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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/fais-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.