



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, 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

We will indemnify You against a Loss of Funds Event from Your Account that occurs 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 Account to initiate a Funds Transfer for personal purposes. In the event of the Access 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 Access 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 Your name and established for personal use only, which You transact with electronically via an Access Device.

2.3 By "Cover Limit" We mean:

The maximum amount payable per Event as reflected on the Policy Schedule.

2.4 By "Cyber Extortion Event" We mean:

The unlawful monetary demand made by an individual or organisation threatening to disrupt computer systems belonging to You; corrupt, damage, destroy, disclose or withhold data stored by You, compromise Your social media accounts; or hinder access to Your computer systems by electronic means.
Cover is limited to 10 (ten) percent of the Cover Limit reflected on the Policy Schedule.

2.5 By "Event" We mean:

The period from the initial Funds Transfer until the date that Event is reported to the Financial Institution. All Funds Transfers attributable to one originating source or cause are considered to be one Event.

2.6 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.

2.7 By "Fund Transfer" We mean:

A debit from Your Account as a direct result of an electronic transfer of funds for a personal transaction. A Funds Transfer excludes payments made in cash and payments made by any person who You know or are familiar with and who You have authorised to make use of the Access Device. For goods and/or services advertised via classified advertisements, cover is limited to 30 (thirty) percent of the cover limit reflected on the Policy Schedule.

2.8 By "Inception Date" We mean:

The date, as reflected on the Policy Schedule, on which the Policy is effective.

2.9 By "Insurer" We mean:

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

2.10 By "Loss of Funds" We mean:

The actual monetary amount of the Funds Transfer from Your Account as a result of the fraudulent conduct of a third party, without collaboration from You or any person You are familiar with and/or authorised to make use of the Access Device, which is irrecoverable from a Financial Institution or Your Payee. This includes a Loss of Funds as a result of a Cyber Extortion Event. The Funds Transfer must have occurred during the Period of Cover and You must first have sought reimbursement from the Financial Institution that holds the Account from which the funds were transferred.

2.11 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.

- 2.12 By "Policy" We mean:**
This document, accompanying Policy Schedule, proposal form and any other information You have provided to Us.
- 2.13 By "Policy Schedule" We mean:**
The document which specifies Your name, the Cover Limit, Premium payable and the Period of Cover.
- 2.14 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.
- 2.15 By "We /Us/Our" We mean:**
Phishield UMA (Pty) Ltd, the administrator.
- 2.16 By "You" We mean:**
The name of the person specified as the policyholder in the Policy Schedule.
- 2.17 By "Your Payee" We mean:**
The third party to whom the Funds Transfer has been effected to.

3 SPECIFIC EXCLUSIONS

This Policy shall not apply to any losses arising directly or indirectly in the event of the following:

- 3.1 Counterfeit or stolen goods and goods and/or services deemed not fit for purpose by You;
- 3.2 Funds Transfers as a result of errors, omissions and/or negligence by You and/or a Financial Institution;
- 3.3 Non-delivery of goods and/or services by a third party;
- 3.4 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;
- 3.5 Any direct or indirect consequential loss or damage suffered by You or a third party;
- 3.6 Any Funds Transfer deducted and/or reversed from Your Account by a Financial Institution;
- 3.7 Any Loss of Funds from cryptocurrency accounts and/or any unregulated Investment funds/schemes;
- 3.8 Any Loss of Funds due to unlicensed software use, computer viruses or similar destructive media;
- 3.9 Any Loss of Funds in which a member of Your immediate family living in the same household or joint account holder participated in, directly and/or indirectly, and/or had prior knowledge of.
- 3.10 Financial loss due to loss of income for example, but not limited to, deposits and/or credit amounts not reflecting in Your Account.
- 3.11 Any accounts belonging to third parties linked to Your Account profiles;
- 3.12 Any loss due to ATM fraud, for example but not limited card trapping, card skimming, shoulder surfing etc., where You are present;
- 3.13 Any loss due to an armed robbery or due to disclosure of Your Account passwords, PIN and/or login details under duress;
- 3.14 Loss of goods.

4 GENERAL EXCLUSION: FRAUD

- 4.1 We do not pay for fraud, dishonesty, misrepresentation, or wilful acts.
- 4.2 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.
- 4.3 Fraud means giving misleading or incorrect facts. For example:
 - 4.3.1 If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim; or
 - 4.3.2 If documents and information to support a claim, whether created by You or on your behalf, are not true or are fraudulent.
 - 4.3.3 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.
- 4.4 If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devises 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*.

5 GENERAL EXCLUSION: COMMUNICABLE DISEASE EXCLUSION

- 5.1 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.
- 5.2 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:
 - 5.2.1 for a Communicable Disease, or
 - 5.2.2 any property insured hereunder that is affected by such Communicable Disease.

- 5.3 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:
 - 5.3.1 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
 - 5.3.2 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
 - 5.3.3 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.
- 5.4 This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
- 5.5 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.

6 GENERAL CONDITIONS AND PROVISIONS

- 6.1 Misrepresentation or non-disclosure of any material information on any documentation associated to this Policy shall render the Policy voidable.
- 6.2 Where You have 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.
- 6.3 Unless otherwise agreed to in writing, only one person per Policy will be covered and all Accounts must be held in Your name. In the event that an additional person is added to the cover, as agreed to in writing by Us, the name of the person must be stated on the Policy Schedule under the relevant section of cover.
- 6.4 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.
- 6.5 All claims will be paid in South African Rands only into the nominated bank account of an Account held in Your name.
- 6.6 Any costs to report or investigate any Event will be for Your account.
- 6.7 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.
- 6.8 This Policy is subject to the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction.
- 6.9 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.
- 6.10 This Policy is not transferable to another person or party.
- 6.11 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.

7 CLAIMS

On the occurrence of an Event, You shall, at Your own expense:

- 7.1 Immediately (within 24 hours of becoming aware of the 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;
- 7.2 Within 90 days of the Event, lodge an intent to claim via the Intermediary or directly with Us at claims@phishield.com;
- 7.3 Take all reasonable and practical steps to discover the guilty party and to recover the Loss of Funds;
- 7.4 Where statutorily required, report the fraudulent activity to the police and/or authorities;
- 7.5 In order for Us to assess and process the claim, We require the following:
 - 7.5.1 Fully completed Phishield Claim Form which includes a detailed description of the Event;
 - 7.5.2 A statement of Account from the Financial Institution reflecting the Funds Transfer;
 - 7.5.3 A letter from the Financial Institution stating that they will not reimburse the Loss of Funds incurred;
 - 7.5.4 Identity document and proof of residence;
 - 7.5.5 Any other documentation We may require in order to process the claim such as, but not limited to, sworn declarations in connection with the Event, communications between You and relevant third parties, case numbers etc.;
 - 7.5.6 Copy of the Policy Schedule;
- 7.6 Any claim submitted will expire after 24 months from the Event unless the claim is the subject of pending legal action.
- 7.7 Following a claim event, We reserve the right to take over and conduct any legal proceedings in Your name against any third party responsible for the 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. 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;
- 7.8 You may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without Our written consent;

- 7.9 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 Your indemnification whether such things will be required before or after such indemnification;
- 7.10 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;
- 7.11 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 Loss of Funds covered by a third party;
- 7.12 You must inform Us of any possible prosecution, legal proceedings or claim that could be lodged against You as a result of the incident for which You have already claimed for.
- 7.13 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.

8 GENERAL EXCEPTIONS

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:

- 8.1 Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any related activity;
- 8.2 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;
- 8.3 Any loss of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorist 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.
- 8.4 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.

9 CANCELLATION OF THE POLICY

- 9.1 You may cancel the Policy at any time by giving 31 days' written notice.
- 9.2 We may cancel the Policy at any time by giving 31 days' written notice.
- 9.3 The cancellation period may be varied by mutual agreement.
- 9.4 No refund of premiums will be payable in the event that the Policy is cancelled and there has been no claims paid.
- 9.5 Should the premium not be received for two consecutive months, the Policy will automatically be cancelled.
- 9.6 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:	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/fa-is-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.