



1st for women

Cyber Insurance Terms & Conditions

With this policy, you enjoy the benefit of Cyber Insurance through your insurer – if and when you need it.

General terms and conditions

This section explains the rules relating to your chosen cover.

Definitions of terms used in your insurance policy

Cyber Bullying

Invasion, infringement or interference with rights of privacy or publicity.

Cyber Theft

Theft of your financial and/or personal information by means of a cyber attack.

Cyber Harassment

A person or group of persons who send messages of an intimidating or threatening nature over a sustained period of time, which threatens to inflict physical or psychological harm.

Cyber Liability

Cyber Liability is third party financial loss arising directly from a hacking attack or virus that has emanated from or passed through the insured's computer system or account with a cloud computing provider.

Cyber-attack

Any malicious or unauthorised electronic attack initiated by a third party that is designed to copy or duplicate data, or damage, destroy, corrupt, overload, circumvent or impair the functionality of your electronic insured device.

Data

Machine-readable information, including but not limited to numbers, characters, or digital images.

Electronic Devices

Electronic devices such as desktops, laptops, smartphones and tablets, as well as the data stored thereon. External harddrives are excluded.

Legal litigation

Legal expenses to defend and / or institute legal action resulting from an insured event.

Legal mediation

Third party negotiation to resolve legal disputes resulting from an insured event.

Telephonic legal assist

Telephonic legal advice on matters relating to an insured event.

Virus

A piece of code which is capable of copying itself and typically has a detrimental effect, such as corrupting the system, or copying or destroying data.

Excess

Every time something happens for which you claim, you will be required to pay the basic excess stated on your schedule.

What is covered?

This policy provides cover for Cyber Liability claims against those covered by this policy, as well as Cyber-Attacks, Cyber Theft, or Cyber Bullying occurring on or through devices owned by those covered by this policy. In the event of a claim, you must be able to provide specific device information such as make, model and/or serial/IMEI number.

Who is covered?

This policy provides cover for you and your legal (traditional) spouse and up to four dependent children up to the age of 21, or 25 years-old if they are full-time registered students.

If you get married after the commencement of your policy, the date of marriage will be noted as your spouse's commencement date. From this date, he/she and his/her dependent children will receive access to the benefits and cover under your policy.

How we indemnify you

Subject to the terms of your policy, we have the option to indemnify you in an appropriate manner, in line with that stated in your policy, through a supplier of our choice.

Policy changes and cancellation

Any amendment or cancellation you make will be effective from the date we agree on. Please note that, if you cancel your policy during the course of an insured month, the premium paid for the rest of that month will not be refunded to you.

If you cancel your policy or any part thereof because you also have cover for the same item/s with another insurer, or for any other reason, your premium refund will be limited to premiums actually paid in the 12 months prior to cancellation. In addition, where an item is dually insured the refund will be limited to 50% of the premiums received.

Note that if we wish to amend or cancel your policy, we will give you 31 day's written notice.

We may give notice verbally, electronically or by post to your last known address.

Policy Review

Your policy will be reviewed annually on the anniversary date. Any changes made to your policy prior to the review date will also be subject to the annual review.

Payments

Your policy is a monthly policy and you must make the monthly payment in advance, on the deduction date as stated on the schedule. If your deduction date falls on a Sunday or public holiday, your debit order may be lodged for an earlier date.

Payment not received

If we do not receive the monthly payment for a policy on the deduction date(s) as stated on the schedule, you will not have any cover for the period for which you did not pay. From the second month's due payment, if payment is not made, we will allow a 15-day period of grace for payment, after which we will again lodge for payment. We will then also charge a non-refundable deduction fee. If your premium is not received on your preferred deduction date, an attempt may be made to collect your premium on a more suitable deduction date in an effort to keep you covered. If payment is not received for three consecutive months, the policy will be cancelled immediately.

Payment stopped

If you have instructed the bank to stop your debit order payment, the policy will be cancelled immediately.

Reinstatement of interrupted cover

When cover is interrupted because we did not receive your payment, we have the right to debit your account to reinstate your cover once your consent has been provided.

Sharing of information

We respect the confidentiality of your information. In order to ensure sound insurance practises and prevent insurance fraud we confirm and disclose information relating to claims, insurance and financial history where applicable. This is applicable to anyone covered under this policy.

Your obligations are to:

- Give us true and complete information;
- Agree to comply with all our reasonable requests;
- Assist us in all ways to be indemnified from any other person who caused the loss for which you claim;
- Use all reasonable care and take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability;
- Not admit any fault, nor make any offer of/or settlement, without our written agreement;
- Not permit any replacement or repairs that have not yet been authorised by us. You must obtain our approval before repairing any damaged items;
- Inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change;
- Tell us if you change the address where you usually keep the items we insure;
- Tell us about any convictions or offences related to dishonesty by you or any person covered under your policy;
- Allow us to enter your premises and take, keep possession of and deal with any claimed property in any way we consider reasonable. You may not abandon any damaged property, whether we have taken possession of the property or not; and
- Tell us anything you have not disclosed, that may be important for us to know in order to accept the policy, or about anything that changes that may be important for us to continue accepting the policy, for example criminal conviction for fraud.

Dual Insurance

If any loss, damage or injury insured under this policy is also insured by another insurance product or insurer, we will only indemnify you for our portion of the loss.

We do not indemnify you for

Any loss, damage, or legal liability relating to or arising from or in any way associated with

- Wilful, negligent, dishonest, fraudulent, criminal, or malicious acts or damage.
- Losses caused by failure of the Internet or Internet Service Providers.
- Non-performance of software due to expiration or withdrawal of software vendor.
- Failure of the insured to update required software patches.
- Any employment, trade, apprenticeship, business, profession.
- Loss or damage covered by any other insurance policy.
- Any loss arising from any contractual liability.
- Consequential loss or damage, except where it is specifically stated that damage or loss of this nature will be covered.

Cyber Bullying

Cyber bullying includes invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts or intrusion as a result of cyber harassment.

Cyber Harassment

The use of electronic communications, including online gaming, online dating sites/apps, social networking sites/apps, comments sections of a website, online discussion sites, and chat rooms, by a person or group of persons who send messages of an intimidating or threatening nature over a sustained period of time, targeted against you or a member of your household which inflicts or threatens to inflict physical or psychological harm and includes but is not limited to cyber stalking, cyber bullying, cyber mobbing, offensive name calling, and purposeful embarrassment by them.

What your policy covers

The insurer will cover you for the removal and suppression of harmful content arising out of cyber bullying, including:

1. Legal Litigation benefit: Legal expense cover up to the amount as stated on your policy schedule, to defend and/or institute legal action resulting from cyber bullying.
2. Legal Mediation benefit: Third party negotiation to resolve legal disputes resulting from cyber bullying to stop further cyber harassment. Correspondence under this benefit will be limited to telephone calls, emails and letters.
3. Legal assistance and advice benefit: Telephonic legal advice on matters relating to cyber bullying.

What is not covered

The insurer will not cover the following:

- Loss or damage relating to, or arising from or in any way associated with harassment by a member of the same household.
- Any matter where the cause of action originated before the commencement of the insurance period.

Cyber Theft

Cyber theft is theft of your financial and/or personal information by means of a cyber-attack, to wrongfully transfer funds from your account to a third-party's account or purchase goods and/or services using the stolen information.

What your policy covers

The insurer will cover you up to the amount stated in your schedule for any monetary loss that you suffer as a result of Cyber Theft.

What is not covered

The insurer will not cover the following:

1. Monetary loss relating to:
 - Instances in which you have provided your financial and/or personal information to a third party through negligence, voluntarily or by trickery.
 - Indemnity covered by any other policy of insurance.
 - Loss through means of online fraud other than a Cyber-attack of your Computer System (e.g. phishing, texting, SIM swaps, etc).
2. Losses that are covered by your bank or financial institution.

Cyber Liability

Cyber Liability is third party financial loss arising directly from a hacking attack or virus that has emanated from or passed through the insured's computer system or account with a cloud computing provider.

What your policy covers

Under this section you will be covered in respect of claims up to the amount as stated in your schedule for any loss or damage arising directly from a cyber-attack or virus that has emanated from or passed through your computer system, which occurs during the period of insurance and for which you are legally liable to pay.

The following benefits are included under this section:

- **Litigation benefit:** Legal expense cover up to the amount stated in your schedule to defend and / or institute legal action resulting from Cyber Liability.
- **Mediation benefit:** Third party negotiation to resolve legal disputes resulting from a Cyber Attack. No monetary limit applies to this benefit and all negotiations will be rendered via our preferred service provider's call centre. Correspondence under this benefit will be limited to telephone calls, emails and letters.
- **Legal advice benefit:** Unlimited telephonic legal advice on matters relating to Cyber Liability.

What cyber liability does not cover

Legal liability relating to, or arising from or in any way associated with

- Intentional, reckless, criminal, dishonest, fraudulent or malicious act, error or omission by the insured.
- Loss or damage suffered by you, a family member permanently residing with you or your domestic employee/s, or any employee as a result of a virus that originated from you, a family member permanently residing with you or your domestic employee/s, or any employee.
- Damages awarded against you in any judgment or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa.
- Costs and expenses incurred after you or the claimant has accepted an offer by the insurer to settle the claim in full, or for a lower amount than the insurer believes the claim can be settled for, or the maximum amount for which the insurer is legally liable.
- Any penalties or fines, or any criminal offences or criminal judgment against you.
- Loss or damage which forms the subject of any compulsory statutory insurance.
- Any matter where the cause of action originated before the commencement of the insurance period.
- Legal representation in any court or similar forum outside the borders of the Republic of South Africa.
- Cover under the Litigation Benefit where no reasonable prospect to succeed exists (i.e. insufficient merits to win the case).

Computer and Home Systems Attack

Computer and Home Systems attack refers to any malicious or unauthorised electronic attack initiated by a third party that is designed to copy or duplicate data, or damage, destroy, corrupt, overload, circumvent or impair the functionality of your electronic insured device.

What your policy covers

Under this section you will be covered for restoration or recovery of your user data – where possible – that was lost or damaged as the result of a cyber-attack.

What is not covered

- Loss or damage of your electronic insured devices' software as a result of a cyber-attack.
- Damages to your electronic insured devices as a result of a cyber-attack.

Claims Process

The following claims conditions and time limits are applicable when you need to submit a claim on your Cyber Insurance policy:

Claims limit

Your policy will cover you for a maximum of five (5) claims per annum.

Important time limits

We will only indemnify you for a claim if you

- Inform us and give us full details of anything that has happened that you may claim for, within 30 days of becoming aware of such an incident;
- Give us any documents that you receive in connection with any claim, within 14 working days of receiving such documents; and
- Provide us with any information, proof, documentation and co-operation that we ask for, within 14 working days of our request.

How to claim

Call the **Claims number** (below these terms and conditions) from Monday to Friday, between 8:00 and 17:00.

Disputed claims

After you are informed of the decision made on a claim, you will be allowed 90 days to make the appropriate representations to the underwriter about the decision made. If you do not comply with this time limit, the disputed claim will not be reconsidered.

If representations have been received, the decision will then be reviewed and the outcome communicated to you. If, after review, you are not indemnified for a claim or any part of it and you wish to challenge the decision made, you must serve legal process within six months calculated from the expiry of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

Sales, Admin and Claims
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