

SECTION 11: CYBER INSURANCE

This cover is valid and in force only if your Buildings or House Contents is covered in terms of Section 1: Buildings or Section 2: House Contents.

Specific definitions for this section

- 1. Policyholder:** The policyholder is any individual whose name appears in your schedule, his/her cohabiting partner or spouse, and directly related family members who live permanently with the policyholder at the insured address

In this Section, the policyholder is addressed as 'you', 'your' or 'yourself'.
- 2. Computer system:** Computer hardware, software, and the data stored thereon, as well mobile devices including but not limited to WiFi-router, other internet access point, smartphones and tablets.
- 3. Cyber-attack:** Any malicious or unauthorised electronic access or use of your computer system by a third party that is designed to copy, damage, destroy, corrupt, overload, circumvent or impair the functionality of your computer system.
- 4. Cyber liability:** 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.
- 5. Cyber bullying:** 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.
- 6. Cyber harassment:** The use of the 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.
- 7. Cyber theft:** 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.

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Optional covers

These covers are available and will be stated in your schedule if you elected one or more.

1. Cyber Liability

What the insurer offers

The insurer will cover you in respect of claims up to the amount as stated in your schedule for any loss or losses arising out of cyber liability including:

- a. **Litigation benefit:** Legal expense cover up to the amount stated in your schedule to defend and / or institute legal action resulting from cyber liability.
- b. **Mediation benefit:** Third party negotiation to resolve legal disputes resulting from cyber liability. Correspondence under this benefit will be limited to telephone calls, emails and letters.
- c. **Legal advice benefit:** Telephonic legal advice on matters relating to cyber liability.

Specific exclusions for this extension

The insurer **will not** cover the following

1. Legal liability relating to, or arising from or in any way associated with
 - a. Intentional, reckless, criminal, dishonest, fraudulent or malicious act, error or omission by the insured.
 - b. Loss or damage suffered by you, family members permanently residing with you or your domestic employees, or any employee.
 - c. Your directors, members, trustees or beneficiaries, or their family members permanently residing with them if you are a company, close corporation or trust.
 - d. 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, except a judgement confirmed or cost and expenses of litigation recovered by any claimant in a court of the Republic of South Africa.
 - e. 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.
 - f. Any penalties or fines, or any criminal offences or criminal judgment against you.
 - g. Loss or damage which forms the subject of any compulsory statutory insurance.
 - h. Any matter where the cause of action originated before the commencement of the insurance period.

- i. Legal representation in any court or similar forum outside the borders of the Republic of South Africa.

2. Cyber Bullying

What the insurer offers

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

- a. **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.
- b. **Legal assistance and advice benefit:** Telephonic legal advice on matters relating to cyber bullying.

Specific exclusions for this extension

The insurer **will not** cover the following

1. Loss or damage relating to or arising from or in any way associated with harassment by a member of the same household.
2. Litigation costs related to cyber harassment.
3. Any matter where the cause of action originated before the commencement of the insurance period.

3. Cyber Theft Benefit

What the insurer offers

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.

Specific exclusions for this extension:

The insurer **will not** cover the following

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

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General exclusions for this section

The insurer **will not** cover the following

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

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