



**[MY]CYlution**  
**POLICY**  
**WORDING**

**Please read this Policy Wording and Schedule of insurance carefully to ensure all is correct.**  
Keep in a safe place for future reference.  
If You require further information, please contact Your broker.





## [MY]CYLUTION POLICY WORDING

### IMPORTANT INFORMATION ABOUT YOUR POLICY

#### WHO IS ITOO?

iTOO Special Risks (Pty) Ltd is an underwriting manager associated with Hollard, who underwrites niche and specialist liability insurance products for You. Further details can be found in the disclosure document.

#### WHO INSURES YOU?

The Policy is underwritten by The Hollard Insurance Company Limited. iTOO as an underwriting manager acting on behalf of Hollard. Further details can be found in the disclosure document.

#### SCHEDULE OF INSURANCE

Once the Policy is issued You will be given the Schedule of insurance. The Schedule of insurance sets out the specific terms applicable to the cover including which covers are applicable and at what limits and Excesses. The Schedule of insurance must be read together with the Policy.

#### POLICY WORDING

The Policy wording details all the Conditions of cover. In certain cases, additional benefits, definitions, exclusions and conditions have been included or varied to suit the requirements of Your business concern. In these cases, Endorsements are included with the Policy and shown on the Schedule of insurance or as addendums.

#### CONTRACT

We agree to pay a valid claim made during the Period of Insurance if it falls within the policy's terms and conditions set out in these documents. However, We will only pay if You do all the following:

- You pay Us the full premium by the premium due date; and
- You give Us all information that materially affects the risks insured in this policy and You have complied with Your duty of disclosure;
- You keep to all the terms and conditions of this policy.

This policy and its Schedule of insurance of insurance and endorsements shall be read together as one contract and any word or expression to which a specific meaning or definition has been given shall have such specific meaning wherever it may appear.

#### DUTY OF DISCLOSURE

In granting cover to You, We have relied on the material statements and particulars in the proposal form together with its attachments and such other information supplied by You prior to, or at inception, or renewal, or during the Period of Insurance. You are required to tell Us everything You know, and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Your decision whether to insure You, and anyone else to be insured under this policy, and if so, on what terms. This is the basis of Your cover.

If We become entitled to avoid this policy at any time, We may in Your discretion maintain this policy in full force but exclude the consequences of any Claim relating to any matter which ought to have been disclosed prior to or at inception, renewal, or any variation in cover.

If You do not comply with Your duty of disclosure, We may reduce or refuse to pay a claim and We will have the option of voiding the policy from the date when it commenced.

#### WHAT IS COVERED?

The policy documents set out the specific types of cover You have; this policy also covers associated costs and expenses that may be incurred in Your defence and so it is important to notify Your insurer of any event that occurs irrespective of the potential value of the damage. Remember that liability claim values can change and notification of all matters is critical.

Please note that not all sections and extensions in this policy are automatically part of the cover, if they are indicated with the phrase "only if stated in the Schedule of insurance of Insurance to apply", they need to be specifically stated as being applicable in the Schedule of insurance of insurance in order for cover to apply and before they are considered part of the policy.

#### WHEN AND HOW TO NOTIFY US

As soon as reasonably possible notify any incidents, events, circumstances that may be covered under Your policy, and formal claims or demands made against You. If unsure speak to Your broker. When in doubt NOTIFY!

Please contact	<b>0861 555 771 / <a href="mailto:cyber_claims@itoo.co.za">cyber_claims@itoo.co.za</a></b>
Postal address	iTOO Special Risks, PO Box 87419, Houghton, 2041
Physical address	iTOO Special Risks, Villa Arcadia, 22 Oxford Road, Parktown, 2193
Telephone number	011 351 5000
Fax number	011 351 8015
Website	<a href="http://www.itoo.co.za">www.itoo.co.za</a>

#### DISPUTE RESOLUTION

We will do everything possible to provide a quality service. However, We recognise that occasionally there may be some aspect of Your service or a decision We have made that You wish to query or draw to Your attention. We have a complaints and dispute resolution procedure. Further details can be found in the disclosure document provided.

#### INTRODUCTION

In consideration of You having paid the premium and relying upon the truth of the information supplied in the proposal or submission to Us and on the understanding and agreement that such information forms the basis of and is incorporated into this contract, We agree to provide insurance for losses notified to Us that occur after the inception date stated in the Schedule of insurance, and where We are notified of any incident, event or circumstance that could lead to a claim during the period of insurance. This is subject to the terms and conditions of this policy, on the basis of and subject to the sum insured set out in the Schedule of insurance during the period of insurance.

This policy wording and its Schedule of insurance and endorsements shall be read together as one contract and any word or expression to which a specific meaning or definition has been given shall be in bold and have such specific meaning wherever it may appear.

**Please read this Policy including any exclusions and conditions carefully.**

Terms that appear in **bold** have special meanings. Please see the definitions section for more information.

*Text which appears in grey boxes is for informational purposes only and does not form part of the Policy Wording.*



## INSURED EVENTS

We will pay for any Loss incurred by You through an Insured Event listed below that must have occurred and be reported to Us during the Period of Insurance. We will pay for Insured Events listed below which trigger a Third Party to Claim from You, and where the claim is first made against You and reported to Us during the Period of Insurance.

All cover under this policy is provided solely with respect to a Loss reported to the Us during the Period of Insurance and reported as required by the policy terms and conditions. In respect of all the Insured Events below We are under no obligation to pay a Loss unless the Insured Event first takes place on or after the Inception Date.

All Insured Events arising from the same original cause will be considered to be one Insured Event, starting at the time of the first Insured Event, and the Excess and Sum insured applicable will be those in place at the time the claim was made, including the application of Excess and Sum insured at that time. If the applicable Sum insured for the Insured Event on the is RO (zero rand), such Insured Event and any other reference to such in the policy wording shall be deemed to be deleted and not applicable.

## MAIN COVER

Subject to the actual loss or Third Party Claim and the applicable Sum Insured, Excess, conditions, and exclusions We will cover You for:

### 1. THEFT OF FUNDS

We will cover You for the following incidents:

- a. Theft of Funds resulting from unauthorised access due to Hacking of Your personal online bank account, credit/debit card or Hacking of Your Mobile Wallet by a Third Party.
- b. Direct and pure financial loss of Your personal and non-business related funds resulting from You being an innocent victim of Phishing or Email Spoofing.

If You suffer Theft of Funds or direct and pure financial loss from being a victim of Phishing or Email Spoofing, We will cover the reasonable and necessary additional account charges for not keeping the minimum balance in Your personal account or for failure to pay the monthly loan payment.

We will cover the reasonable and necessary Legal Defence Costs incurred by You to pursue:

- a. A claim against Your bank and/or mobile wallet company for compensation of the Theft of Funds,
- b. A criminal case against the Third Party for committing the Theft of Funds, Phishing or Email Spoofing against You.

The following conditions apply:

- i. You report the incident to the issuing bank or mobile wallet company within 48 hours of discovering the Theft of Funds,
- ii. You provide written evidence that the issuing bank and/or mobile wallet company is not reimbursing You for the Theft of Funds, and
- iii. You report the incident and obtain an A-1 statement and crime reference number from the police within 72 hours of discovery by You.

#### Examples:

1. Your personal bank statement shows a transaction you don't remember making. You query the transaction with your bank, and they confirm it was made with your valid information, as such the bank will not repay you the funds lost.
2. You receive an email that appears to be from a legitimate source, but it is actually a spoofed email created by an attacker. You provide your username and password to your personal account as requested, and the attacker uses this information to gain unauthorized access to your bank account or mobile wallet, resulting in the theft of funds.

#### Our cover:

We will cover the costs to investigate how the incident occurred, the funds lost, as well as any fees incurred due to insufficient funds or defaulting on a payment. We will also cover any legal fees to prosecute the third party who committed the theft.

### 2. IDENTITY THEFT

Identity Theft happens when a person other than Your Partner or Children illegally use Your identity document or confidential information relating to Your identity.

We will cover the following expenses following an Identity Theft incident if we give Our written consent:

- a. Costs to reapply for loan or credit applications which the credit provider rejected due to a bad credit rating.
- b. Costs to certify documents for law enforcement agencies, financial institutions, or credit agencies.
- c. Telephone calls and postage to amend Your records and to reflect Your true name or identity.
- d. Credit monitoring with identity theft education and assistance from established providers for up to six months.
- e. Costs to reissue the identity document which was used for the Identity Theft.

If You become a victim of Identity Theft during the Policy Period, We will cover Your expenses and Lost Income for time You take off from work to sort out the Identity Theft incident.

The following conditions apply:

- i. You must report the incident to Us and the police within 72 hours of discovering the Identity Theft.
- ii. You provide a written confirmation from Your employer that the Lost Income will not be reimbursed.



**Example:**  
Your personal email account is hacked, or a company that stores your personal information suffers a data breach - as a result your information is stolen and is subsequently used to open fraudulent accounts, apply for loans, transact online, or participate in tax or medical aid fraud.

**Our cover:**  
We will cover your lost income for time taken off work to resolve the incident as well as the reasonable costs to reapply for loans, or lines of credit, get affidavits notarized, telephone calls, up to six months of credit and identity theft monitoring as well as the cost to reissue the document used for identity theft.

3. **DATA RESTORATION & MALWARE DECONTAMINATION**

We will cover the reasonable and necessary costs:

- a. For an **Expert** to restore **Your Data and Software** to the closest possible condition it was in immediately prior to the **Cyber Incident**.
- b. For an **Expert** to decontaminate, clean and restore **Your Computer System, Data and Electronic Media** affected by **Malware**.
- c. To replace **Your Computer System** or parts of it, if the **Expert** determines that the replacement will be more efficient and economical than restoration. The replacement system shall be of similar quality and specification as the **Computer System** to be replaced.

**Examples:**

1. Whilst browsing the internet on your personal device a malicious programme encrypts your personal files, photos, and software.
2. You borrow a memory stick or hard drive which is infected with malware. The malware damages your device, and you need to reformat your hard drive, reinstall your operating system and restore all data from your backup.

**Our cover:**  
We will cover the costs of an IT expert to restore your data and software and/or the costs to replace parts of the computer should it be necessary.

4. **CYBERBULLYING AND CYBERSTALKING**

We will cover the reasonable costs for **Experts** to remove online material from the **Internet** if it relates to **Cyberbullying** or **Cyberstalking** up to the limit shown in the **Schedule of insurance**.

**Cyberbullying** or **Cyberstalking** must include two or more acts, such as:

- Harassment, including repeated personal interaction despite your rejection;
- Intimidation;
- Defamation of character;
- Invasion of privacy, including unauthorised usage or monitoring of **Your Internet** usage and electronic communication;
- Threats of violence.

In addition, we will cover the following:

- a. **Lost income:**  
We will reimburse actual **Lost Income** resulting from **Cyberbullying** or **Cyberstalking** if it is not covered by **Your** employer.
- b. **Legal costs:**  
We will cover reasonable and necessary costs incurred by **You** to take legal action against a **Third Party** for acts of **Cyberbullying**, **Cyberstalking** or for false or defamatory information that they publish on the **Internet** about **You**.
- c. **Trauma benefit:**  
If **Cyberbullying** or **Cyberstalking** causes emotional trauma as diagnosed by a licensed professional, **We** will pay a fixed benefit amount to assist with trauma counselling.
- d. **Additional school costs:**  
We will cover **Your** expenses up to the limit shown in the **Schedule of insurance** if **You** are affected by an act of **Cyberbullying** or **Cyberstalking** or for false or defamatory information published on the **Internet**. Cover includes expenses for additional school fees, school uniforms and educational material if a licensed psychologist recommends that **Your Child** needs to be placed in another school.

The following conditions apply:

- i. **You** provide written evidence stating the nature of events; where the content was posted; list of recipients and
- ii. An A-1 statement from the police and obtain a crime reference number within 7 days of discovery by **You**.

**Examples:**

1. Your child becomes the target of bullying via social media and starts to suffer from depression.
2. You start receiving threatening messages or sensitive information about you is posted online which leads to losing your job or suffering emotional trauma as diagnosed by a licensed psychologist.

**Our cover:**  
We will cover the costs to remove the relevant online material, your lost income and legal costs to prosecute the third party, costs to manage and protect your reputation, trauma counselling and expenses to move your child to a different school if required.



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### 5. CYBER EXTORTION

We will cover, after consultation with an IT expert / Incident Response Provider, any Ransom You pay and any reasonable and necessary costs You incur to resolve a Cyber Extortion incident.

The following conditions apply:

- i. The Ransom payment must be lawful and subject to Our prior written consent.
- ii. You must notify the relevant law enforcement authorities of the Cyber Extortion incident.

#### Examples:

1. You click on a link in an email or open an attachment which installs malware on your personal device. The ransomware encrypts your data, and a ransom demand is received asking you to make payment in order to decrypt your data.
2. You receive a request to pay a ransom demand failing which your private photos and texts will be published online.

#### Our cover:

We will cover the costs for IT experts to confirm the validity of the demand and as appropriate try restore your systems and data. If required, we will cover the ransom demand as well as other reasonable costs that may be incurred by you to resolve the incident.

### 6. NETWORK SECURITY LIABILITY (INCLUDING IOT)

You can be held legally liable for damages to a Third Party if you failed to prevent a Cyber Incident on Your Computer System or other Internet connected components.

We will cover the following expenses after a Cyber Incident:

- a. The amounts which You are legally liable to pay for resultant damages to a Third Party's Computer System.
- b. Your Legal Defence Costs.
- c. The reasonable and necessary costs for an Expert to investigate and report to You and Us the reasons and circumstances of the Cyber Incident.

#### Example:

Your device is hacked or infected with malware which causes damage to another person's device or data and as a result, the affected person takes legal action against you for the damages they have suffered.

#### Our cover:

We will cover costs for an IT expert to investigate what happened. We will also cover your ensuing legal costs and any settlements that may be awarded or agreed upon.

### 7. PRIVACY AND DATA BREACH LIABILITY

You can be held legally liable for damages to a Third Party when a Data Breach of Personal Data occurs.

We will cover the following expenses after a Data Breach incident:

- a. The amounts which You are legally liable to pay for a Data Breach relating to Personal Data of a Third Party.
- b. Your Legal Defence Costs.
- c. The reasonable and necessary costs for an Expert to investigate and report to You and Us the reasons and circumstances of the Data Breach.

#### Example:

Your device or personal email address is hacked and personal data relating to other people is stolen. This information is then used fraudulently and as a result, these people take legal action against you for the damages they suffered.

#### Our cover:

We will cover costs for an IT expert to investigate what happened. We will also cover your ensuing legal costs and any settlements that may be awarded or agreed upon.

### 8. PRIVACY BREACH AND DATA BREACH BY THIRD PARTY

We will cover Your reasonable and necessary legal costs for claims for damages lodged by You against a Third Party for a Data Breach relating to your Personal Data, provided the Third Party has communicated in writing to You or has acknowledged publicly by electronic or print media the Data Breach of your Personal Data.

#### Example:

A company which stores your information is hacked and as a result your personal information is stolen, and identity theft is committed against you.

#### Our cover:

We will cover your legal costs to seek damages against the company your personal information was stolen from.

### 9. ONLINE SHOPPING

We will reimburse You for Your direct and pure financial loss for transactions over the Internet via payment card or Mobile Wallet that You have been induced to enter into by a Third Party to make a purchase of goods or services which are not delivered or rendered.

Only goods or services that have been ordered online for your personal use, from within the Republic of South Africa that have not arrived within 3 months of delivery date or from outside the Republic of South Africa that have not arrived within 1 year of delivery date shall be covered.

The following conditions apply:

- i. If the payment was not made in South African Rands then the exchange rate that was applicable at the time of the purchase



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- shall be applied.
- ii. The purchase was made during the **Policy Period** and payment was made in a single transaction without any installment purchases.
- iii. **You** show that **You** have made reasonable attempts to resolve the issue with the **Third Party** and/or seller of the goods and services either by seeking performance of the sale or requesting a refund.
- iv. The fraud event is reported by **You** to **Your** card issuer, payment service provider, bank or other relevant entity within 48 hours of discovery by **You**.
- v. **You** provide written evidence that the card issuer, payment service provider, bank or other relevant entity is not reimbursing **You**.
- vi. **You** report the incident and obtain an A-1 statement and crime reference number from the police within 72 hours of discovery by **You**.

The Online Shopping section does not provide cover for any of the following items:

- Electricity, gas, water, telecoms, or utilities transactions;
- Purchases made through online or print classifieds;
- Gambling or betting agreements;
- Software licenses or copyrights;
- Real estate transactions;
- Financial or negotiable instruments;
- Perishable goods, plants, or animals;
- Illegally acquired or unlawful goods including weapons;
- Purchases concluded over the dark web and/or using special access software;
- Lost profits, interest, or legal costs;
- Cancellation of an event

### Example:

You purchase an item online for your personal use and later discover that the website has vanished, leaving you no means of contacting the seller. You check HelloPeter (or a similar site) and find numerous complaints about the seller's fraudulent activities. You do not receive the goods or services ordered.

### Our cover:

We will cover your financial loss for non-delivery or non-rendering of goods or services that were ordered online specifically for your personal use.

## 10 . EXPRESS KIDNAPPING

We will cover the value of **You** personal funds and/or value of the personal property surrendered by the **Insured**, who has been abducted or held against their will, in exchange for their release.

The following conditions apply:

- i. The **Insured** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.
- ii. **You** must provide proof of cash withdrawal.
- iii. **You** report the incident and obtain an A-1 statement and crime reference number from the police within 72 hours of release.
- iv. **We** will not be liable for an amount exceeding the actual value of money or assets that is surrendered.
- v. **We** will not be liable for any amounts transferred from your business account.
- vi. **We** will only be liable for an amount equal to the foreign currency equivalent based on the exchange rate set by the central bank on the day the money is surrendered.

### Example:

Express kidnapping is when someone is taken and held against their will. The victim is forced to withdraw cash from an ATM or transfer money from their personal bank account until their funds are depleted or they are released.

### Our cover:

We will cover the value of the funds and/or value of the property surrendered by the victim in exchange for their release.

For coverage under this Express Kidnapping module exclusions 10 – 14 under WHAT IS NOT COVERED shall not apply as they relate directly to the value of the funds and/or value of the property surrendered by the victim in exchange for their release. However, notwithstanding the above, **We** will not cover any claim by **You** under this **Policy** arising directly or indirectly from the consequential loss of or damage to tangible property.

## WHAT IS NOT COVERED

We will not cover any claim by **You** under this **Policy** arising directly or indirectly from the following:

1. **Insured Events** or circumstances, which occurred or which **You** knew or should have known could lead to a claim before the start of this **Policy**;
2. Failure or interruption of **Infrastructure** or related services not under **Your** control such as:
  - a. mechanical failure; or
  - b. electrical failure, including any electrical power interruption, surge, brown out or black out; or
  - c. telecommunications or satellite systems failure; or
  - d. public water supply failure or interruption; or
  - e. loss of or damage to pipelines, transmission and distribution lines and their supporting structures.
3. This insurance does not cover that part of any loss, damage, liability, cost, or expense directly or indirectly arising from the





- following (whether war is declared or not):
- i. war, meaning armed conflict involving physical force (i) by a state against another state or (ii) as part of a civil war, rebellion, revolution, insurrection, military action, or usurpation of power; or
  - ii. cyber operation, meaning the use of a computer system by, at the direction of, or under the control of a state to (i) disrupt, deny access to, or degrade functionality of a computer system, and/or (ii) copy, remove, manipulate deny access to or destroy information in a computer system.
  - iii. Discharge of a nuclear weapon will be deemed to arise from war even if accidental;
4. Strike, riot, or civil commotion;
  5. Seizure, confiscation, demand, destruction, or damage to **Your Computer System**, due to the action, requirement or order of any government, regulator, court, or other body acting within its lawful authority;
  6. Use of illegal or unlicensed **Software**;
  7. Fault, defect, error or omission in design, plan or specification of **Your Computer Systems** making them unfit for purpose;
  8. Any activities carried out by **You** for business or professional purposes;
  9. Any criminal, dishonest, reckless, deliberate, or malicious acts by **You** or members of **Your** family;
  10. Loss of or damage to tangible property and any consequential losses, including the loss of use of tangible property;
  11. **Theft of Funds** after **You** were threatened by others to be physically harmed or injured and as an immediate and direct consequence of such threat **You** gave away access information such as Log-in, Password, Fingerprint, Facial Recognition or alike to **Your Computer System**, online bank account, credit/debit card or **Mobile Wallet**;
  12. An **Insured Event** is not triggered if others threatened to harm or injure **You** physically and as a direct consequence of such threat **You** gave away access information such as Log-in, Password, Fingerprint, Facial Recognition or alike to **Your Computer System**, online bank account, credit/debit card or **Mobile Wallet**;
  13. Any fund transfer or transaction via an Automatic Teller Machine (ATM);
  14. **Theft of Funds** where **You** are not in possession of **Your** payment card at the time of transfer;
  15. Any payment of a claim or provision of any other benefit under this policy if **We** are prevented from doing so by any **Sanction** where the indemnity, **claim** payment or provision of such benefit is contrary to the prohibitions or restrictions under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or the protection of constitutional democracy against terrorist and related activities act, 2004 as amended from time to time, or any similar legislation in any other territory, more specifically:
    - if, by virtue of any law or regulation which is applicable to **Us** at the inception of this policy or becomes applicable at any time thereafter, providing coverage to **You** is or would be unlawful because it breaches an embargo or sanction, then **We** shall provide no coverage and have no liability whatsoever nor provide any defence to **You** or make any payment of **defence costs** or provide any form of security on **your** behalf, to the extent that it would be in breach of such law or regulation.
    - in **circumstances** where it is lawful for **Us** to provide coverage under the policy, but the payment of a valid and otherwise collectable **claim** may breach an embargo or sanction, then **We** will take all reasonable measures to obtain the necessary authorisation to make such payment.
    - in the event of any law or regulation becoming applicable during the policy period which will restrict **Your** ability to provide coverage, then both parties shall have the right to cancel its participation on this policy in accordance with the laws and regulations applicable to the policy provided that in respect of cancellation by **Us** a minimum of 30 days' notice in writing be given. in the event of cancellation by either party, **We** shall retain the pro rata proportion of the **premium** for the period that the policy has been in force. however, in the event that the incurred **claims** at the effective date of cancellation exceed the earned or pro rata **premium** (as applicable) due to **Us**, and in the absence of a more specific provision in the policy relating to the return of **premium**, any return **premium** shall be subject to mutual agreement. notice of cancellation by **Us** shall be effective even where **We** do not make payment or tender of return **premium**.
  16. Failure to comply with the authorised regulator for the use of **Personal Data** under the data protection laws;
  17. Fines, non-compensatory damages including constitutional, punitive, multiple, exemplary, or liquidated damages or penalties;
  18. Investment or trading losses including the inability to sell, transfer or dispose of securities;
  19. Scheduled downtime or planned outages of the **Computer Systems**;
  20. Failure to pay for, renew or extend any lease, contract, license, or order to supply goods or services;
  21. Bodily injury, trauma, illness, or death;
  22. Misappropriation, theft, or violation of any intellectual property with respect to patents, trademarks, and copyrights;
  23. Contractual liability that **You** accepted by way of a contract with a **Third-Party**;
  24. **Your** failure to remove website or webpage **Data** controlled by **You** after receiving a complaint or request from a **Third Party**;
  25. Costs to improve **Your Computer System** after an **Insured Event** unless it is unavoidable;
  26. Use of **Computer Systems** which have not:
    - i. completed development,
    - ii. passed testing including security assessments, and
    - iii. proved to be successful in a live environment.
  27. Coins, tokens, and keys that are lost, misplaced, broken, modified, unavailable, inaccessible, or delayed when trading with cryptocurrencies. This includes coins (e.g., Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g., EOS, Nem, Tether) or public and private keys;
  28. Loss of funds whereby **You** were falsely convinced to make an upfront payment in return for payment, goods, or services at a later stage for the greater value;
  29. Action or suit not being instituted by **You** against **Us** within 12 (twelve) months following the rejection or disclaimer of liability by **Us**;
  30. State capture whereby any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which **You** are not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate **Your** affairs, or the equivalent body in any other applicable jurisdiction.
  31. Notwithstanding any provision to the contrary within this policy, this policy does not cover any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.



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- 31. For this purpose, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, or test for a Communicable Disease.
- 32. 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:
  - i. 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
  - ii. 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
  - iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare, or property damage.
- 33. **We** must comply with national and international laws, regulations, policies, rules, and requirements to prevent criminal activities, money laundering and terrorist financing, sanctions and prohibited business activity laws and rules violations. **We** must therefore check all information from and about **You** and related parties and monitor, verify, process, and screen your and related party information, instructions, and transactions on an ongoing basis. **We** hold the right to cancel **your** policy as noted in the applicable regulations. **We** are not responsible for any losses or damages that **You** may suffer because of these checks or by **Us** ending the relationship. This includes any loss of profits or savings that **You** would otherwise have expected to make.
- 34. USA/Canada. Arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of, or in any way involving any matter or Claim where relief is sought, or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the United States and/or Canada, or arising out of any activities carried on in the United States and/or Canada.

## GENERAL CONDITIONS

1. **Excess and Limit.** Cover will apply in excess of any Excess and be limited to the Sum insured on each and every Insured Event or Third-Party Claim as set out in the Schedule of insurance.
2. **Your Liability.** Cover for the Policy Period, irrespective of the number of Insured Events or Third-Party Claims, will be limited to the Aggregate Sum insured as set out in the Schedule of insurance.
3. **Representation and Warranty.** In issuing this policy **We** have relied upon the statements, representations, and information in the Application as being true and accurate. The Application is the basis for this Policy. If the Application contains misrepresentations which were made with the actual intent to deceive and which materially affect Your acceptance of the risk, then **We** shall not be liable for a loss or claim based upon, arising from, or in consequence of any such misrepresentation.
4. **Payment by more than one section.** Any cover affecting multiple sections of cover will be subject to the highest applicable Excess and the Aggregate Sum insured.
5. **Subrogation.** If any payment is made under this Policy, **We** will be subrogated to the extent of such payment all Your rights of recovery from any Third Party. **You** must do all that is necessary to secure and must not prejudice any such rights. Any monies recovered will be applied first to any costs and expenses made to obtain the recovery, second to any payments made by **Us**, and third to any other payments made by **You**.
6. **Material changes in risk.** **You** must notify **Us**, as soon as possible or in any event within 30 days of any material change in risk which **You** become aware of or should reasonably be aware of. **We** will not pay for any Insured Event resulting from any material change in risk unless **We** have agreed to that material change in risk and if **We** require and have received adequate additional premium.
7. **Other Insurance.** If **You** have another insurance policy for the same Insured Events covered by this Policy, then this Policy will apply in excess of the other policy and will not contribute towards any loss insured under such other insurance policy. **You** may not insure the excess which is stated in the Schedule of insurance.
8. **Premium Payment.** **You** must pay the premium as stated in the Schedule of insurance to **Us** within 30 days of the due date.
9. **Notices.** Notices must be in writing and sent by e-mail, registered post or hand delivered to the addresses stated in the Schedule of insurance or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practical or in any event within 30 days.
10. **Assignment.** **You** must not assign any legal rights or interests in this Policy without Your prior written consent.
11. **Variations.** Variations to this Policy must be agreed by the parties in writing.
12. **Laws or Regulations.** If any provision of this Policy conflicts with the laws or regulations of the Republic of South Africa, the parties must vary this Policy to comply with such laws or regulations.
13. **Severability.** Any unenforceable provision of this Policy will not affect any other provisions and, if practicable, will be replaced with an enforceable provision with the same or similar intent as that unenforceable provision.
14. **Third Party Rights.** No Third Party who is not a party to this Policy shall have any right to enforce any part of this Policy.
15. **Law and Jurisdiction.** This Policy will be governed by the laws of South Africa. Only South African courts will have jurisdiction for any dispute that cannot be resolved by mediation or arbitration. Legal Action where any action, proceeding or arbitration is brought in a court of law outside South Africa, or where action is brought in a court of law within South Africa to enforce a foreign judgment whether by way of Reciprocal Agreement or otherwise.

## HOW TO MAKE A CLAIM

### 1. REPORTING

**You** must report as soon as possible or in any event within 7 days:

- 31. to **Us** of any Third Party Claim.
- 32. to the Incident Response Provider or **Us** of any actual Insured Event, Data Breach, Cyber Incident or Cyber Extortion which may give rise to a claim under this Policy.

### 1. YOUR OBLIGATIONS

**You** must:

- 31. provide **Us** with evidence demonstrating the Insured Event and describe the likely consequences;
- 32. take all reasonable and necessary measures to minimise the duration and effect of any Insured Event;
- 33. do and permit practical actions to be performed to establish the cause and extent of the Insured Event;





## [MY]CYLUTION POLICY WORDING

- 1. preserve any hardware, Software and Data and make these available to Us or the Incident Response Provider;
- 2. comply with any reasonable recommendations made by Us, the Expert, or the Incident Response Provider.

### 3. CLAIMS AGAINST YOU

You must not, without Our prior written consent, admit liability for, pay, settle, or prejudice any Third Party Claim. You must assist Us in investigating, defending, and settling the Third Party Claim, and assist any lawyer or other Expert We appoint on Your behalf to defend the Third Party Claim.

### 4. CO-OPERATION

If We request, You must, at Our expense:

- 1. co-operate with and assist Us when required including providing information and securing the co-operation and attendance in court of witnesses;
- 2. enforce any legal rights You or We may have against any Third Party who may be liable to You for a Cyber Incident, including giving Us authority to bring court proceedings in Your name against a Third Party and to settle those proceedings;
- 3. provide any device or documents that We require to secure Our rights under this Policy.

## TERMINATION OF THIS POLICY

### TERMINATION BY YOU

#### COOLING-OFF PERIOD

You may cancel this insurance within 30 days (cooling-off period) from the date You receive Your insurance policy. You will receive a full refund of any premium You have paid to Us provided that no claim has been made. We reserve the right to refund any premium paid to Us if You have made a claim under this policy.

To exercise Your right to cancel, contact Your broker who arranged this cover for You. Please be aware that Your broker may charge a fee for work completed on Your behalf.

#### CANCELLATION

You can cancel this insurance at any time by writing to Your broker. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim. We reserve the right to refund any premium paid to Us if You have made a claim under this policy.

### TERMINATION BY US

#### CANCELLATION

We can cancel this insurance by giving You 30 days' notice in writing to the address stated in the Schedule of insurance or at the e-mail address stated provided. Any return premium due to you will depend on how long this insurance has been in force and whether You have made a claim. We reserve the right to refund any premium paid to Us if You have made a claim under this policy.

If the premium payment is not made within 30 days of the due date, We have the right to terminate this insurance or refuse any claims.

## DEFINITIONS

Aggregate Sum Insured	the amount stated in the Schedule of insurance and is the maximum amount We will pay under this Policy during any one Policy Period including any payment by Us to the Incident Response Provider.
Application	the application for cover under this Policy and any renewal or replacement of this Policy; and/or any other information submitted in connection with the application, or at any later date.
Child or Children	the financially dependent Child as specified on the Schedule of insurance. Your Child can include a biological child, stepchild, grandchild, legally fostered child or adopted child who must be under the age of 18.
Computer Systems	is any computer, communications system, server, cloud infrastructure, microcontroller, interconnected electronic, wireless, web, or similar systems (including all hardware, Software, and physical components thereof and the Data stored thereon) used to process Data or information in analogue, digital, electronic or wireless format, including but not limited to associated input and output devices, mobile devices, laptops, tablets, wearable devices, networking equipment and electronic backup facilities. Computer Systems do not include Operational Technology.
Cyberbullying	is the repeated, intentional, and aggressive use of electronic communications used to humiliate, intimidate or threaten You and can result in Your wrongful termination of employment, false arrest, disciplinary action, or shock and mental injury as diagnosed by a medical practitioner.
Cyberstalking	involves the use of electronic devices or the Internet to repeatedly harass or frighten You.



Cyber Extortion	any credible threat, including a demand for Ransom, by a Third Party to cause an Insured Event on Your Computer System or to end a Cyber Incident caused by that Third Party on Your Computer System.
Cyber Incident	any Malicious Act that has a negative impact on Your Computer Systems, including Cyber Extortion, Hacking, theft of data or Malware.
Data	any machine-readable information, including ready for use programs or electronic data, irrespective of the way it is used, displayed, and rendered including, but not limited to, text or digital media, figures, images, video, or Software.
Data Breach	a security breach where someone retrieves, destroys, changes, loses, or discloses Personal Data unlawfully from Your Computer System or the Computer System of a Third Party which You have a contract with for hosted computer application services or the processing, maintenance, hosting or storage of Your Data.
Excess	the first amount You must pay in respect of each and every claim for an Insured Event as stated in the Schedule of insurance, including costs and expenses or any other expenditure incurred by Us in the exercise of any discretion We may have under this Policy.
Electronic Media	IT devices that are used to record and store digital Data. This includes external drives, CD-ROMs, DVD-ROMs, magnetic tapes or disks and USB sticks.
Email Spoofing	forging a sender's address or email header so that the message appears to have been sent from the legitimate source.
Express Kidnapping	the actual abduction and holding of the Insured against their will where the victim is forced to surrender money and/or assets in exchange for their release.
Expert	any person or legal entity appointed by or in consultation with Us and/or the Incident Response Provider.
Hacking	any activity by a person who gains unauthorised access to Your Computer Systems, in order to steal, corrupt or illegitimately view or exploit Data.
Identity Theft	the wrongful obtaining or use of Your Personal Data accessed electronically over the Internet, which has resulted or could reasonably result in the wrongful use of such Personal Data.
Incident Response Provider	the person or entity stated in the Schedule of insurance and appointed by Us.
Infrastructure	communication equipment or facilities that are used to maintain the functioning of electronic facilities that support Computer Systems and Data.
Insured	the individual including their Partner and/or the maximum of 3 of their Children as stated in the Schedule of insurance.
Insured Event	any Theft of Funds, Identity Theft, Cyber Incident, Cyberbullying, Cyberstalking, Cyber Extortion, Third Party Claim, Online Shopping and Express Kidnapping incident subject to the terms and conditions set out in this document.
Internet	worldwide communication network linking computer systems and networks using standardised communication protocols.
Legal Defence Costs	the reasonable legal costs, expenses and/or fees for accredited Experts, investigations, court appearances, surveys, examination and/or procedures incurred with Our prior written consent that are necessary for Your civil, administrative and/or criminal defence. Defence Costs does not include any of Your own remuneration, cost of time or overheads.
Lost Income	actual Net Income lost for the time reasonably and necessarily taken off from work but limited to 30 calendar days, to rectify Your records after an Insured Event. The Lost Income for self-employed persons will be based on the previous year's tax returns.
Malicious Act	any unauthorised or illegal act, intending to cause harm, or to gain access to, or disclose Data from Your Computer Systems using any Computer System.
Malware	is any unauthorised or illegal Software or code designed to cause harm or to gain access to or disrupt Computer Systems.
Mobile Wallet	any virtual mobile wallet you store money in and which you can use to perform transactions. This does not include any crypto-currencies, credit bought or earned within a game or gambling site, or a subscription purchased online.
Net Income	the income after deductions and tax have been removed.
Operational Technology	hardware and Software that detects or causes a change through the direct monitoring and/or control of physical devices, processes, and events in the enterprise, including any technology



	used to steer or control technical processes, embedded systems, or any other industrial IT.
Partner	the <b>Insured's</b> spouse, civil union or life partner who the <b>Insured</b> has lived with for longer than 12 months. A maximum of one <b>Partner</b> will be covered under this <b>Policy</b> .
Personal Data	information as defined by applicable data protection laws. This <b>Data</b> identifies a person, for example a name, identification number, location data including an online identifier or a physical, genetic, mental, economic, cultural or social identity.
Phishing	when someone pretends to be a trustworthy entity in electronic communication to obtain sensitive information such as usernames, passwords, and credit card details.
Policy	the <b>Schedule of insurance</b> and this wording read together as one document.
Policy Period	the duration of this <b>Policy</b> as stated in the <b>Schedule of insurance</b> , or any earlier cancellation date.
Policyholder	the individual including their <b>Partner</b> and/or a maximum of 3 (three) of their <b>Children</b> as stated in the <b>Schedule of insurance</b> .
Ransom	any funds or property demanded by a <b>Third Party</b> during a <b>Cyber Extortion</b> event.
Sanction	any <b>Sanction</b> , prohibition or restriction under United Nations resolutions or the trade or Sanctions, laws or regulations of the European Union, Germany, United Kingdom or United States of America.
Schedule of insurance	the document attached with this wording containing the cover specified.
Social Media	websites and applications that facilitate the creation and sharing of information and participation in social networking activities.
Software	a set of instructions, <b>Data</b> and programmes used to operate a <b>Computer System</b> and execute a specific task.
Sum Insured	the total and maximum amount <b>We</b> will pay out for any <b>Insured Event</b> in the <b>Policy Period</b> , provided that: <ul style="list-style-type: none"> <li>a) should a claim trigger multiple <b>Insured Events</b>, the total amount of <b>Our</b> liability will be limited to the greatest <b>Sum Insured</b> available under any one of the <b>Insured Events</b> affording cover for the Claim.</li> <li>b) expenses and <b>Legal Defence Costs</b> are part of and not payable in addition to the <b>Sum Insured</b>.</li> <li>c) the inclusion of more than one <b>Insured</b> under this <b>Policy</b> does not operate to increase the total amount payable by <b>Us</b> under this <b>Policy</b>.</li> <li>d) only if expressly stated in the <b>Schedule of insurance</b>, will <b>We</b> indemnify <b>You</b> for any Value Added Tax (VAT) obligations that may be incurred in addition to the <b>Sum Insured</b>.</li> </ul>
Theft of Funds	any unauthorised electronic transaction of money or monetary funds from your personal account.
Third Party	any person or legal entity other than the <b>Insured</b> as stated in the <b>Schedule of insurance</b> .
Third Party Claim	any written demand or claim for compensation or damages by a <b>Third Party</b> against <b>You</b> .
We, Us and Our	the Insurer or their agent as stated in the <b>Schedule of insurance</b> .
Your Computer Systems	<b>Computer Systems</b> owned, leased, licensed, or hired and controlled by <b>You</b> .
You and Your	the <b>Insured</b> , <b>Insured's Partner</b> and <b>Children</b> as stated in the <b>Schedule of insurance</b> .



## ITOO SPECIAL RISKS

ITOO Special Risks (Pty) Ltd acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, ITOO may settle all valid claims. Hollard pays ITOO a binder fee for performing the abovementioned function as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider, FSP number 47230, Registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist with any queries on Cyber insurance claims. Please contact: **0861 555 771 / cyber\_claims@itoo.co.za**

Postal address	ITOO Special Risks, PO Box 87419, Houghton, 2041		
Physical address	ITOO Special Risks, Villa Arcadia, 22 Oxford Road, Parktown, 2193		
Telephone number	011 351 5000		
Website	www.itoo.co.za		
Compliance officer	Associated Compliance, 011 678 2533, craig@associatedcompliance.co.za		
Complaints:	If you are unhappy with the response from your insurance broker or binder holder, or they are unable to resolve your complaint, please contact the Underwriting Manager at: ITOO Special Risks (Pty) Ltd Complaints Officer/Responsible Manager: Warwick Goldie Telephone number: 087 703 1034 Email address: ITOOComplaints@itoo.co.za		

## CONFLICT OF INTEREST STATEMENT

ITOO receives more than 30% of their income from any insurer. ITOO does not have a relationship with any insurer that provides a financial interest other than ownership. ITOO does not have a relationship with any other broker/binder holder/administrator that provides an ownership/financial interest. ITOO does not have a relationship with any distribution channel that provides an ownership, financial interest, or support service.

The Hollard Group has an equity interest in ITOO and Hollard has appointed a non-executive director to the board of ITOO. Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at [www.itoo.co.za](http://www.itoo.co.za) or by written request to [info@itoo.co.za](mailto:info@itoo.co.za).

## ABOUT THE INSURER

Name	The Hollard Insurance Company Limited
FSP Number	17698
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	011 351 5000
Fax Number	011 351 0691
Website	www.hollard.co.za
Compliance	011 351 5000

## THE PRIVACY OF YOUR PERSONAL INFORMATION

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing of your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access, and disruption of services.
- **Receiving marketing from us:** Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.