

digi **SURE**

Insurance Policy Wording

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General Definitions

In this Agreement, the following expressions bear the meanings assigned below, and cognate expressions hold corresponding meanings. Words in the singular include the plural, and words in the plural include the singular.

The Insurers

Equa Underwriting Managers (Pty) Ltd (Reg No: 2011/004557/07) (FSP No: 49595)
on behalf of Yard Insurance Ltd (Reg No: 1997/006545/06) (FSP No: 17704)
(VAT No: 4510168943) (We, Us).

The Insured

The person, natural or juristic, named in the Policy schedule (You, Your).

Schedule

Document attaching hereto and forming an integral part hereof showing the details of the Policyholder and stating inter alia the applicable sections of cover, the maximum benefits, excesses payable and cover provided.

Inception Date

Start date of insurance cover is as stated in the schedule.

Period of Insurance

Period of Insurance is as agreed and stipulated in the Policy schedule and is one of the following:

Annual Policy – The period of 12 months starting from the Inception date as shown in the Policy schedule.

Monthly Policy – 12 consecutive monthly periods from the Inception date of the Policy for which premium has been received.

Warranty

Your express or implied undertaking to strictly do or not to do particular actions in fulfilling obligations under this Policy. Where the word 'Warranty' appears in the Policy, it is deemed to have the meaning implied in an insurance context. Any breach of any warranty will result in Us having no liability in terms of the Policy.

Limit of indemnity

The maximum amount payable by Us for any one incident, occurrence or event giving rise to a claim, as stated in the schedule.

Cover Limit

The maximum amount payable by Us for all claims in any one insurance period, as stated in the schedule.

Loss of Funds Cover:

Section 1

In this section, We agree to indemnify or compensate **You**, by way of payment, for the **loss of funds** from **Your** account due to fraudulent internet transactions occurring during the period of insurance. This agreement is subject to the Policy terms and conditions, exceptions, warranties and limits.

Specific Definitions

Access Device

Any electronic device used to control and/or restrict access to Your Account to initiate a Funds Transfer for personal purposes.

Account

A monetary account held with a Financial Institution, in Your name, and established for personal use only, on which You transact electronically via an Access Device.

Cyber Extortion (Ransomware)

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.

Insured Event

The single or multiple actions of unlawfully transferring funds from Your account prior to discovery and reporting to the Financial Institution. All funds transfers attributable to one originating source or cause are considered to be one event.

Financial Institution

A legally recognised and regulated juristic entity such as a bank which provides financial services to You.

Funds Transfer

A debit from Your account by way of an electronic transfer of funds to a third-party account.

Loss of Funds

The actual financial loss suffered as a result of cyber extortion or the unlawful transfer of funds from Your account due to the fraudulent conduct of a third party during the period of insurance, without collaboration from You or any person that You have authorised to make use of an Access Device. The loss of funds must be irrecoverable from the Financial Institution or the beneficiary.

The Beneficiary

The third party to whom the funds have been unlawfully transferred.

Specific Conditions

1. Unless otherwise agreed to in writing, only one person will be covered by the Policy and all Accounts must be held in Your name.
2. Multiple funds transfers shall be deemed to be one event if they are as a result of a common cause of loss. The Indemnity Limit will not apply to each individual funds transfer in one event.
3. All claims will be paid in South African Rands only into the nominated bank account held by You.

4. Any costs of reporting and/or investigating any Event will be for Your account.
5. You must first seek reimbursement from the Financial Institution that holds the Account from which the funds were transferred.
6. You must at all times have an active security software programme (latest version at time of loss) running on all devices which connect to the internet.

Claims

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

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 any further loss of funds occurring.
2. Within 30 days of the Event, lodge an intent to claim via the Intermediary or directly with Us.
3. Take all reasonable and practical steps to discover the guilty party and to recover the funds lost.
4. Where statutorily required, report the fraudulent activity to the police and/or authorities.
5. In order for Us to assess and process the claim, We require the following:
 - a. Fully completed Digimune Claim Form which describes the loss in detail.
 - b. A statement of Account from the Financial Institution reflecting the funds transfer.
 - c. A letter from the Financial Institution stating that they will not reimburse you for the loss of funds incurred.
 - d. Copy of your identity document and proof of residence.
 - e. 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.
 - f. Copy of the Policy Schedule.

6. You may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without Our written consent.
7. You will advise Us of any other insurance cover with another provider that covers the same event.

Specific Exclusions

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

1. Fraudulent and/or dishonored cheques deposited into Your Account.
2. Funds transfers as a result of errors, omissions and/or negligence by You and/or a Financial Institution.
3. Non-delivery of goods and/or services by a third party.
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.
5. Any direct or indirect consequential loss or damage suffered by You or a third party.
6. Any funds transfer deducted and/or reversed from Your Account by a Financial Institution.
7. Any Loss of Funds from cryptocurrency accounts and/or any unregulated Investment funds/schemes.

8. Any Loss of Funds due to unlicensed software use, computer viruses or similar destructive media.
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.

Identity Theft Restitution and Cyberbullying Cover:

Section 2

In this section We agree to assist You with legal aid in the event of You being a victim of Identity theft or Cyberbullying, up to the Policy limit. The benefits are managed and administrated by CLC Underwriters (Pty) Ltd (Us, We), a specialist in litigation expense products, on behalf of Us. The benefits are tabled below and are subject to the Policy terms and conditions, exceptions, warranties and limits.

1. Telephonic Legal Advice

You are entitled to call 021-007-0287 between 09:00 to 16:00 (Mon-Fri) and speak to a consultant about:

- a) How to file a complaint with the relevant service providers and authorities to address the dispute.
- b) How to resolve any infringed rights.

2. Dispute Resolution (Mediation)

A consultant will contact the service providers and authorities on Your behalf by means of:

- a) Attending to Telephone calls and related communique;
- b) Writing/Answering to Letters and Emails;
- c) Review any legal documentation.

3. Appointment of Panel Lawyer/Investigator

Under certain circumstances, we will arrange for a 1 (one) hour face to face consultation.

4. Debt Assistance and Advice

- a) Removal Adverse listing and Default Judgements;
- b) Arrangement for a counselling session with a dedicated Debt counsellor.

5. Psychological Assistance

Telephonic advice and assistance.

6. Civil Court Action against the perpetrator to claim damages and compensation for financial losses, pain and suffering.

7. Bail Hearing attendance in the event that You are unlawfully prosecuted for illegal acts committed by the perpetrator.

8. **Bail Money of R5,000** in the event the You are unlawfully arrested and detained for illegal acts committed by the perpetrator.

How to Claim

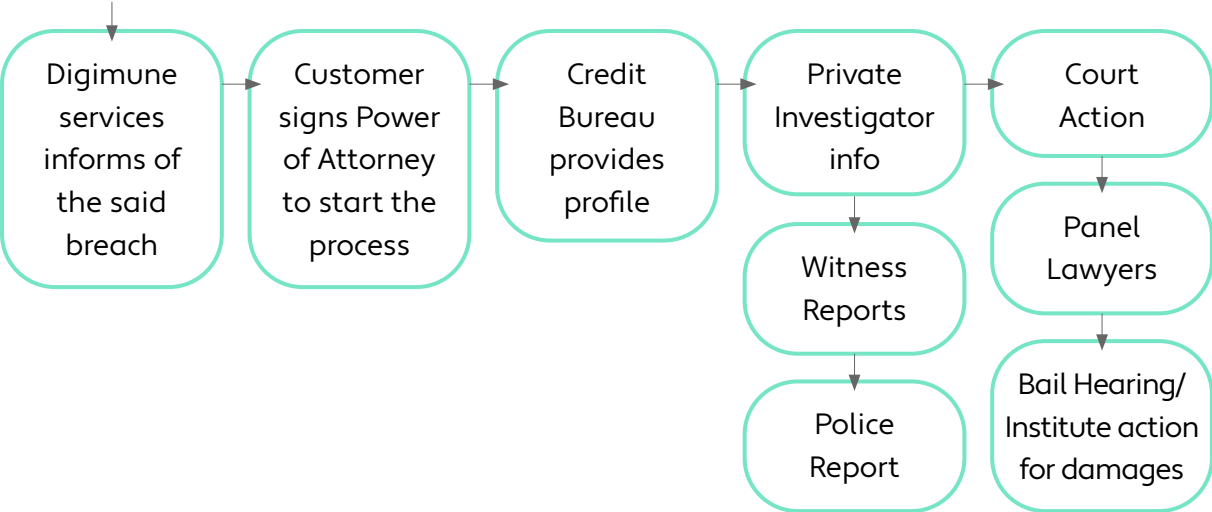
1. Contact Digimune to lodge an intent to claim as soon as possible after the incident but within 30 (thirty) days of the discovery. The sooner You notify Digimune (Us), the sooner we will be able to assist you.
2. We will need to verify that Your Digimune insurance services is active, paid up to date and valid.
3. In order to process the claim, We may request some documentation to verify the claim which We will obtain from Digimune and You. Any cost associated with obtaining the required documentation will not be covered by Us.
4. The following documentation will be required:
 - a. the Police report and Case number, Name and contact details of the Investigating Officer in the event of being arrested and detained.
 - b. Bank Statement for validation of transaction and a Letter from the financial institution stating that they will not reimburse the loss incurred.
5. Inform Digimune when You become aware 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.

Claims Process

1. This process starts by receiving data and information from Digimune/You in order to:
 - a) Track the perpetrator and to establish his/her address of operation and modus operandi;
 - b) Identify the impersonating data and to obtain the evidence to build the case;
 - c) Assist with the SAPS report;
 - d) Engage with Credit Bureaus on the status of Your credit profile to establish any added adverse reports;
 - e) Institute Legal Action on your behalf to sue for financial losses, pain, suffering and reputational damages;
 - f) Provide Bail Money and attend to the Bail Hearing;
 - g) Defend You in any Civil/Criminal court proceedings; and
 - h) Rescind any wrongful Judgements taken against You.

2. The consultant will assess all details and advise You of the necessary steps to be followed. You will be requested to provide details inter alia on: telephone numbers, fax numbers, email addresses or website address, names of credit bureau/s, driver's licence testing station/s, Home Affairs department/s and other related organisations, credit reports, judgements, affidavits etc. You must complete a Claim Form and Power of Attorney with all accompanying documentation.

3. Organogram of Claims Process



General Terms, Conditions and Provisions

Premium Payment Warranty

It is a warranty of cover that, at the inception of cover and upon each renewal, You will pay Us a premium as stipulated in the Policy schedule. In respect of monthly policies, it is warranted that You will pay Us a premium as specified on the Policy schedule by the first day of each calendar month – unless premium payment is transacted by means of monthly debit order administered by Us, in which case the premium is payable to Us on the date chosen by You to lodge the debit order. You shall ensure that this premium debit is successfully completed. Breach of this warranty will entitle Us to avoid liability for all losses, claims and/or benefits.

Cancellation and amendments

1. This insurance may be cancelled by You immediately upon notice to Us. Should We wish to cancel this Policy, We must give You 30 days' notice in writing sent by post, email or facsimile transmission to You at your last known address or last known email address or last known fax number. We will then be entitled to the pro rata proportion of the premium. Notice will be deemed to have been given if sent by post, email or facsimile transmission, properly addressed.
2. We reserve the right to amend and/or change the premium or to cancel the Policy and will give You 31 (thirty one) days written notice of any change, amendment or cancellation.

Subrogation

If We become liable for any payment under this insurance in respect of a loss, We shall be subrogated, to the extent of the payment, to all the rights and remedies You have against any party in respect of the loss and shall be entitled at Our own expense to sue in Your name. You shall give Us all such assistance in Your power as We may require to secure Your rights and remedies and, at Our request, shall execute all documents necessary to enable Us to effectively bring suit in Your name. We shall be entitled to all recoveries from any third party up to the amount of Our outlay, including Our own costs and expenses.

Prescription Clause

It is warranted that in the event of Us declining liability for any loss submitted in terms of this Policy, unless legal action is instituted against Us to challenge such declinature within three months of the time of Us giving notice of such declinature, the right to institute legal action against Us thereafter will be forfeited. Any claim properly recoverable under this Policy shall be prosecuted within 12 months of the event, failing which any and all rights to indemnity under the Policy will be forfeited and the claim will fall away.

Jurisdiction

This Policy shall be governed, interpreted and construed in accordance with the laws of the Republic of South Africa.

Misrepresentation

If You have concealed or misrepresented any material fact or circumstance relating to this insurance, this insurance shall become void.

Disclosure of Material Facts

You are obligated to inform Us of any material fact that affects the risks that are insured in terms of this Policy. If there is any doubt whether a fact is material, it should be disclosed to Us.

Prevention of Loss

It is Your duty to take such measures as may be reasonable to avert or minimise a loss.

Other Insurance Clause

If at the time of any event giving rise to a claim under this Policy, any other insurance exists covering similar defined events, We shall be liable to make good only a rateable proportion of the amount payable by or to You in respect of such event. If any such other insurance is subject to any condition of average, this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

General Exclusions

Fraud Exclusion Clause

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss damage or liability be occasioned by the wilful act or with the connivance of You, all benefits under this Policy shall be forfeited.

Fidelity Exclusion Clause

This Policy also excludes the dishonesty of any family member, partner in or of or director or employee of Yours whether acting alone or in collusion with others.

This Policy does not cover loss of or damage to property related to or caused by:

1. Civil commotion, labour disturbances, riot strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events.
2. Any event which is not work related as defined by the Labour Relations Act and shall include secondary strikes, mutiny, military rising, military or usurped power, insurrection, rebellion, revolution, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
3. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
4. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
5. Any attempt to perform any act as referred to in clause 1, 2, 3 and/or 4 above.

If we allege by reason of (1), (2), (3), (4) or (5) above, a claim is not covered by the Policy, the responsibility of proving the contrary shall rest on You.

6. Any occurrence, caused directly or indirectly by/through or in consequence for which a fund has been established in terms of the War Damage Insurance and Compensation Act (No. 85 of 1976) or any other similar Act operative in the Republic of South Africa, to the extent that such fund covers the legal costs and expenses.
7. In respect of any claim or loss directly or indirectly caused by, contributed to, or arising from:
 - (i) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Computer Losses Exclusion

Notwithstanding any provision of this Policy, including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom; any legal liability of whatsoever nature; any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- i. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, regarding or in connection with any such date, or
- ii. to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer, being a command, which has been programmed into any computer, being a command, which causes the loss of data or the inability to capture, save retain or correctly to process such data regarding or in connection with any such date, or
- iii. to capture, save, retain or process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- iv. to capture, save, retain or process any data because of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction, including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

The term 'Computer' includes any computer, data processing equipment, microchip, integrated circuit or similar device in the computer. It also includes non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals as well as the information or data electronically or otherwise stored in or on any of the above – whether You are the owner of the property or not.

For any queries relating to this document
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