



# Legal

Terms and Conditions

# Legal

## Terms & Conditions

Thank you for choosing **Budget** to take care of your legal matters. This policy document contains the details you need to know about your Legal Insurance Policy, so please carefully read it. It is important to take note of each section, its cover, limitations, and waiting periods, to ensure you fully understand the cover provided under each section.

This policy wording is generic and must be read in conjunction with your policy schedule, as not all cover may apply to the plan or option you have selected. Please contact us if you have any questions regarding your cover, and periodically review your cover to ensure it is appropriate for your needs.

### What makes up your insurance policy?

These terms and conditions, the policy schedule – together with any correspondence (emails and letters) sent to you, as well as any verbal agreements made (such as recorded telephone calls) - will form part of your insurance policy. Make sure that you are familiar with the contents of all the documents and that all the details noted in your policy schedule are correct.

### Who is covered?

We will cover the policyholder, and in some instances his/her legitimate spouse and up to four (4) dependent children.

Dependent children must be unemployed, unmarried and under the age of 25. 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 be subject to the applicable waiting periods.

Please refer to each benefit section to see who is covered.

### Summary of benefits provided under each plan

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
Telephonic advice	Full cover	Full cover	Full cover	Full cover
Mediation benefit	Full cover	Full cover	Full cover	Full cover
Legal cost benefit	Limited cover	Limited cover	Limited cover	Full cover
Contract assist benefit	Limited cover	Limited cover	Limited cover	Full cover
Tax assist	No cover	Full cover	Full cover	Full cover
Estate assist	No cover	No cover	No cover	Full cover
Bail cover	No cover	No cover	Full cover	Full cover
Cyber insurance	No cover	No cover	Limited cover	Full cover

## Explaining insurance terms used in your policy

In this document, the following words and expressions have been used. We have given a short description of what these terms mean, so that you have a better understanding.

### Administrators

Legal benefits and claims are administered by LIPCO Group (Pty) Ltd, an authorised Financial Services Provider FSP (7508).

### Authenticated collections

This is a mandated type of debit order that allows a user to confirm the details of a contract with their bank before the debit order is processed.

### Cyber attack

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

### Cyber bullying

Invasion, infringement, or interference with rights of privacy or publicity, including misleading portrayal, public disclosure of private facts, or intrusion as a result of cyber harassment.

## Cyber harassment

The use of electronic communications by a person or group of persons to send intimidating or threatening messages over a sustained period of time. These messages may target you or a member of your household, and inflicts or threatens to inflict physical or psychological harm. This includes, but is not limited to, cyber stalking/bullying/mobbing, offensive name-calling, and deliberate embarrassment.

Platforms used for cyber harassment include:

- online gaming/dating/social networking sites or apps;
- website comment sections; or
- online discussion sites and chat rooms.

## Cyber liability

Financial liability to a third party directly arising from a hacking attack or virus. The attack may have emanated from or passed through the insured's computer system or account with a cloud computing provider, for which the insured is legally liable.

## 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.

## Data

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

## Electronic device

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

## Inception date

The date on which your policy first becomes active. This will always fall on the first day of a calendar month and commences from the first successful collection of the debit order.

## Litigation

To defend and/or institute legal action resulting from an insured event covered under this policy.

## Mediation

Third-party negotiations to resolve matters or disputes covered under this policy.

## Month

For this contract, a month means one full calendar month commencing on the first day of each month.

## Pre-existing matter

A legal matter or dispute that originated before the policy inception date, where you knew or should have known about it at the time you signed up for this policy. That matter may also relate to an event or alleged event that took place before this policy's inception date.

Any matter or dispute that arises during any waiting period will also be considered a pre-existing matter.

## Prospect of success

A good chance of winning a case based on previous similar cases in South Africa, or an assessment of a legal practitioner appointed by us. Failure to provide us with sufficient evidence that you have good merits to be successful will mean that your matter lacks the prospect of success.

## Schedule

This is the document that lists the details of your cover, limits of indemnity and applicable waiting periods and the policyholder's details.

## You, your, yourself

This refers to:

- The main policyholder (in other words, the person who signed up for this policy).
- The main policyholder's legitimate spouse.
- The main policyholder's legitimate children covered under this policy.
- The executor of the deceased estate

## Virus

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

## Waiting period

The stipulated period stated in your schedule, from your inception date, during which you are not entitled to any policy benefits.

## We, us, ours

This is your insurer (the company providing you with cover), or any administrator or service provider appointed by the insurer and/or their designated administrators.

# General conditions

### How do we indemnify you?

If you have a valid claim, we will indemnify you or our appointed administrators up to the maximum amount, as specified in the schedule, for events or services that are covered by this policy.

### Limit of indemnity

This is the maximum amount that we will pay for each benefit under this policy and is stipulated in your policy schedule. An overall annual limit of indemnity also applies. We will not pay any amount exceeding these limits of indemnity.

The annual limit of indemnity is calculated from the policy commencement date and the next policy anniversary date. Any balance left at the end of a policy year will lapse.

### Policy changes and cancellations

Any change or cancellation can be made by notifying us at least one calendar month in advance of your next payment. If you cancel your policy during an insured month, the premium paid for the rest of that month will not be refunded to you. However, you will be covered for the remainder of that month.

We may change or cancel your policy by giving you 31 days' notice via email or post to the address stated in your policy schedule.

### Policy review

Your policy will be reviewed each year in the month that your policy originally started. Any changes made to your policy before the review date will also be part of that review.

### Payments

Your policy is a monthly policy and you must pay the premium in advance. Your debit order for the premium will be deducted on the agreed date stated in your schedule.

We reserve the right to deduct the premium on an alternative date to ensure that you are covered. If your deduction date falls on a Sunday or public holiday, your premium may be deducted on an earlier date.

### **Payment not received**

If we do not receive the monthly premium on the deduction date as stated in your policy schedule, you will not have any cover for the period in which you did not pay.

Should your monthly debit order be unsuccessful from the second month after inception, we will allow a 15-day grace period for payment to be made to keep you covered in the event of a claim.

When your cover is stopped because we did not receive your premium, we have the right to debit your account again the following month to reinstate your cover. You must make a payment for your cover to start again.

If payment is not received for three months in a row, your policy will be immediately cancelled.

### **Disputed payments**

The policy will be cancelled immediately if you decide or instruct your bank to stop the debit order.

### **Premium refunds**

No refund of premiums will be authorised if the policy is cancelled due to unsuccessful claims.

If you cancel your policy or part thereof because you also have cover for the same events with another insurer, your premium refund will be limited to 50% of the premiums received.

### **Authenticated collections**

We reserve the right to collect any failed or rejected premium through authenticated collections or by double debiting the nominated bank account. This may incur additional charges for which we are not responsible. Authenticated collections may run at any time from the date of notification by the collection agent of the failed/returned debit order and, therefore, will not be collected on the nominated debit order date.

### **Cooling-off period**

Should you cancel the policy during the fourteen (14)-day cooling-off period, any premiums that have been debited will be refunded to the nominated bank account, given that no benefits have been provided.

### **Plan upgrades and downgrades**

If you decide to upgrade your existing plan, any waiting period applicable to the new benefits will apply.

A calendar month's notice must be given for the upgrade/downgrade of any plans.

### **Sharing of information**

To provide you with our services, we are required to process your personal information, and will do so in accordance with our business requirements and legal obligations. You acknowledge that your personal information may be verified and/or processed for insurance, financial services and risk-management purposes, by the TIH Group of Companies, against any other reasonable and legitimate sources or databases. This is to ensure the accuracy and completeness of any personal information provided on an ongoing basis.

We will process your personal information for the following purposes:

- Quoting, underwriting, pricing, servicing, and executing insurance and other financial services.
- Assessing financial and insurance risks.
- Assessing and processing claims and complaints.
- Developing and improving products and services.
- Credit referencing and/or verifying personal information.
- Fraud prevention and detection.
- Market research and statistical analysis.
- Auditing and record keeping.
- Compliance with legal and regulatory requirements.
- Sharing of information with service providers and other third parties with whom we engage, or who render services to us, to process such information on our behalf.
- Sharing insurance and claims information with other insurers and industry bodies for legitimate reasons, such as fraud prevention and claims validation.

If required, we may transfer your personal information outside the borders of South Africa to provide any of the services.

You may access your personal information that we hold and may object to the processing of your personal information, request us to correct any errors, or delete this information if there is no legitimate reason for us to maintain it. Please view our Privacy Policy and Access to Information Manual on our website for further information.

You have the right to complain to the Information Regulator if you feel that we are unlawfully processing personal information. The Information Regulator's details can be found by visiting [www.justice.gov.za/infoereg/](http://www.justice.gov.za/infoereg/).

### **Your obligations**

If you do not fulfil any of the obligations listed below, your cover may be cancelled, or you may not have cover when you claim. You must:

1. Give us true and complete information. Any false information may lead to the cancellation of your policy, and you will be liable for all our legal costs incurred.
2. Inform us if any of the policy details or declarations are incorrect, or if any of these details or declarations change.
3. Comply with all our reasonable requests. It is your responsibility to pay for and provide us with all the necessary documents, reports, statements, and other evidence that we might need.
4. First obtain written approval from us if you want to use a legal representative that is not on our panel. If not, you will have to pay all the legal fees, and we will not be liable to refund you. Also note that if you want to make use of your own legal representative, your claim will be limited to the legal fees we would have approved if one of our panel attorneys represented you. I.e. we will only pay legal fees according to the agreed fee structure we have in place with our panel attorneys, meaning that any balance will be for your own account if your own legal representative charges more.
5. Attend all court dates. If you do not appear in court without a valid reason, and we lose any bail money paid, you will have to pay the money back to us.
6. Use all reasonable care and take due precautions to prevent or minimise loss, damage, or liability.
7. Not admit any fault, nor make any offer of settlement, without our written agreement.
8. Tell us anything you have not disclosed, that may be important for us to know to accept the policy, or about anything that changes that may be important for us to continue accepting the policy, for example convictions or offences related to dishonesty or fraud.

### **Important time limits**

We will only indemnify you for a claim if you:

1. Notify us of a legal matter, or anything that may lead to a claim under this policy within thirty-one (31) days of becoming aware of such a matter or dispute.
2. Provide us with any information, proof, documentation and cooperation that we ask for, within fourteen (14) days of our request.

### **Dual insurance**

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

### **How to claim**

If you want to submit a claim, call **0860 10 55 38** Monday to Friday between 08:00 and 17:00.

### **Jurisdiction**

This policy is subject to the laws and statutes that apply in the Republic of South Africa. We will only abide by judgements first delivered by or obtained from a court of competent jurisdiction in the Republic of South Africa. We are not liable for any legal costs and expenses that are incurred outside of the Republic of South Africa.

### **Complaints process**

You may contact our Internal Dispute Resolution Department in the following ways in order to lodge your dispute regarding a claim, or any general complaint:

**Email:** [disputeresolution@budgetins.co.za](mailto:disputeresolution@budgetins.co.za)

**Telephone number:** 0860 00 42 94

In accordance with the Policyholder Protection Rules, you will as a first step have 90 days to dispute the outcome of your claim by contacting our Internal Dispute Resolution Department. Immediately following this 90-day period you have a further six months to serve summons on us. If you do not do so within this time period, your right to challenge the decision will be forfeited.

We guarantee that your dispute will be dealt with in an efficient manner and will be reviewed by way of an impartial review process. We encourage you to first make use of our Internal Dispute Resolution Department in an attempt to resolve your dispute promptly.

Once our Internal Dispute Resolution Department has dealt with your dispute, and should the outcome of the dispute not be in your favour, then you may within a further period of six months contact the National Financial Ombud Scheme South Africa ([www.nfosa.co.za](http://www.nfosa.co.za)). For any compliance/non-compliance matters relating to FAIS or the financial services rendered, you may contact the FAIS Ombudsman ([www.faisombud.co.za](http://www.faisombud.co.za)).

## General exclusions

### Expenses not approved

- Any legal expenses incurred before your claim was approved, or expenses incurred by legal practitioners who were not appointed by us.
- Any expenses exceeding our approved tariffs where, after your litigation claim was approved, you decided to make use of your own legal practitioner.
- Costs and expenses incurred after you or the claimant has accepted an offer by us to settle the claim in full.

### Riots, wars, political acts, public disorder, terrorism, or any attempted such acts

Matters resulting from, or your participation in:

- Civil commotion, labour disturbances, riot, strike, lock-out or public disorder, or any act or activity that is calculated or directed to cause any of the above.
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- Any attempt or act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
- Any attempt or act that is calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in any of the clauses above.

### Territorial limits

Matters where the cause of action originated outside the borders of South Africa. Legal representation in any court or similar forum outside South African borders is also excluded.

### Pre-existing matters

Unless specifically stated otherwise under a specific benefit, all pre-existing matters, or any cost relating to pre-existing matters are excluded

### Cover provided elsewhere

Indemnity or losses that are covered under other insurance contracts, by government or financial institutions.

## What is included in your cover?

### Telephonic legal advice

This benefit entitles you to telephonic legal advice on matters listed below, provided that such advice is required in your personal capacity. You will also have access to a 24-hour legal emergency line where after-hour assistance is required (e.g. where you were arrested after hours and need to apply for bail).

The use of this benefit is unlimited, irrespective of whether the cause of action arose before, or after the commencement of your policy.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
General civil matters	Yes	Yes	Yes	Yes
Criminal matters	Yes	Yes	Yes	Yes
Labour matters	Yes	Yes	Yes	Yes
Family matters	Yes	Yes	Yes	Yes
Identity theft matters	Yes	Yes	Yes	Yes
Contractual matters	Yes	Yes	Yes	Yes
Road Accident Fund claims assist	Yes	Yes	Yes	Yes

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children. If you have selected the Access Plan, only the main policyholder will be covered.

### Exclusions:

This benefit excludes:

- Physical representation.
- Correspondence with third parties.
- Business-related matters.

## Legal cost cover

This benefit entitles you to formal legal help within the borders of South Africa by qualified legal practitioners. The benefit covers the cost of representation in formal legal court proceedings, forums, or hearings of a criminal or civil nature.

Civil matters include instituting legal action based on written agreement, defamation of character, or delictual matters. We will also represent you in civil, and criminal, cases and hearings brought against you.

If you have selected the Elite Plus Plan, the rescission of Magistrate Court judgements will be subject to creditor's consent and limited to two (2) applications per policy per year. You will also need to prove that you have a valid defense, or that you have settled the judgement debt in full, and that the creditor has agreed to a rescission.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
Contractual matters	Yes	Yes	Yes	Yes
Disciplinary hearings	Yes	Yes	Yes	Yes
Civil matters	Yes	Yes	Yes	Yes
Identity theft	Yes	Yes	Yes	Yes
Criminal matters	Yes	Yes	Yes	Yes
Bail applications	Yes	Yes	Yes	Yes
Family related matters	No	Yes	Yes	Yes
Maintenance hearings	No	No	Yes	Yes
Unopposed divorces	No	No	Yes	Yes
Opposed divorces	No	No	No	Yes
Labour matters	No	No	No	Yes
Rescission of court judgments	No	No	No	Yes

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children. If you have selected the Access Plan, only the main policyholder will be covered.

### Exclusions:

This benefit excludes:

- Any legal action against LIPCO Group (Pty) Ltd and/or your insurer and/or any of their representatives.
- Pre-existing matters and matters that originated during the applicable waiting period.
- Instituting legal action, based on oral agreement, where the terms and conditions that apply to the alleged breach were not set out in writing and signed by the parties involved.



- Instituting legal action in delictual matters, where you cannot supply relevant evidence of the wrongdoing, as well as an expert calculation of the cause and amount of damages.
- Instituting a case based on defamation of character, where defamatory remarks were not in writing, or made public, or where you cannot prove that you suffered financial loss because of the defamation.
- Failures and consequential losses stemming from the actions or omissions of the appointed representative.
- Labour matters, where legal representation is not allowed and/or where an offence is not dismissible.
- Domestic violence cases for any person, other than the main policyholder.
- Business-related matters.
- Representation in the Constitutional Court.
- Matters that fall within the jurisdiction of the Small Claims Court.
- Disputes between you and your insurer and/or any instructed representative of your insurer.
- Matters against the State, including the municipality and local government, where the claim amount is less than the monetary jurisdiction limit of the Small Claims Court.
- Claims against the Road Accident Fund (RAF).
- Claims related to the transgression of intellectual property rights.
- Matters where there is no Prospect of Success.
- Criminal matters related to alcohol, or acts performed while under the influence of alcohol or drugs, e.g., driving under the influence of alcohol.
- Disputes relating to your residency in South Africa as a foreign national or your deportation.
- Matters related to adoption or custody rights.
- Cost of expert reports and witnesses.
- Claims based on pain and suffering, unlawful arrest, malicious prosecution, medical negligence, or any other matters where you want to sue for non-pecuniary losses.
- Application for interdicts, eviction orders, and any other self-motivated court applications (e.g., Rule 43 applications) not specifically covered by this policy.
- Traffic offences where an admission of guilt fine is payable.
- Matters where you have other insurance in place to cover your damages or indemnify you against loss.

## Mediation benefit

This benefit entitles you to a legal professional that will informally mediate and negotiate legal disputes between you and a third party by way of consultations and correspondence via telephone, emails and letters, to try to resolve legal disputes without court intervention. Cover is unlimited, provided that the matter originated after the commencement of your policy.

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children.

### Exclusions:

This benefit excludes:

- Physical representation in court processes or forums.
- Matters that are already litigious and in court.
- Formal mediation as provided for in the Statutory Court Rules.
- Business-related matters.

## Contract assist benefit

This benefit entitles you access to a variety of standard, everyday contract templates.

If you have selected the Elite Plus Plan, you will also be covered for a Pre-Nuptial Agreement, limited to one such Agreement for the main policyholder, provided that he/she was not engaged before the waiting period expired.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
Pre-nuptial agreement (ANC)	No	No	No	Yes
Sales of property agreements	Yes	Yes	Yes	Yes
Settlement agreements	Yes	Yes	Yes	Yes
Rental agreements	Yes	Yes	Yes	Yes
Domestic help employment contract	Yes	Yes	Yes	Yes
Acknowledgement of debt	Yes	Yes	Yes	Yes
Standard wills	Yes	Yes	Yes	Yes

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children. If you have selected the Access Plan, only the main policyholder will be covered.

### Exclusions:

This benefit excludes:

- Notarisation of contracts
- Drafting of bespoke contracts.
- Business related contracts.
- Pre-nuptial agreement for any person, other than the main Elite Plus policyholder.

## Tax benefit

This benefit entitles you to advice on your personal tax affairs, as well as assistance with the completion and submission of your personal annual or provisional tax returns.

It is your responsibility to ensure that you supply us with all required documents for us to successfully complete and submit your tax return. These documents need to be delivered to us at least one (1) calendar month before the applicable tax deadline, otherwise we have the right to refuse any assistance. We cannot obtain documents or contact phone third parties on your behalf. We also cannot update your personal details with SARS directly.

If your policy start date is before 1 June, you will be covered for the current tax year (submissions due between July and November). Policies issued after 1 June will only be covered from the following tax year.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
Advice on salary structuring	No	Yes	Yes	Yes
Tax returns (complete & submit)	No	Yes	Yes	Yes
Tax planning	No	Yes	Yes	Yes
Dispute resolution with SARS	No	Yes	Yes	Yes
Assessment audits	No	Yes	Yes	Yes
Objections to SARS assessments	No	Yes	Yes	Yes
Calculation of capital gains tax	No	Yes	Yes	Yes
Calculation of donations tax	No	Yes	Yes	Yes

### Who is covered?

The main policyholder only.

### Exclusions:

This benefit excludes:

- Advice and/or assistance to any person, other than the main policyholder.
- Main policyholder who is not a South African resident.

- Sole proprietors, members of a close corporation, or shareholders in a private company.
- Business-related tax matters.
- Submissions, objections, and audit assistance of previous years.
- Reminders and notifications that tax returns, or payments to SARS, are due.

## Estate assistance

This benefit provides advisory and mediation services to the main policyholder, the executor of his/her estate, spouse, and dependent children during the execution of the deceased's estate.

Consultation will be done with everyone involved via telephone, letters, and emails, to assist the executor to wind up the estate. We have the right to appoint a legal practitioner to help us to fulfil our duty with any of these benefits.

Opening of the estate bank account will only happen once a minimum of **R100** has been received. Proceeds of shares, investments, annuities, policies, and other pay-outs will be paid into this account. If there are beneficiaries noted on certain policies, proceeds of these policies will be directly paid to the beneficiaries.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
<b>Advice on and assistance with the following</b>				
Consultation with executor	No	No	No	Yes
Obtaining relevant documents	No	No	No	Yes
Completion and appendment documents	No	No	No	Yes
Identifying monthly payments made	No	No	No	Yes
Closing of bank accounts	No	No	No	Yes
Opening of estate bank account	No	No	No	Yes
Giving notice on investments	No	No	No	Yes
Drafting of final accounts	No	No	No	Yes

### Who is covered?

The main policyholder only.

### Exclusions:

This benefit excludes:

- Any form of litigation.
- Any expenses and costs that the spouse, dependents or executor might have had to pay to wind up the estate.

## Bail cover

This benefit will cover your bail (if granted), for minor offenses only. Minor offences are petty crimes, which are usually punishable by fines or warnings.

Bail must be set at an amount no more than the covered amount stated in your schedule. This amount will be paid to the court, but only if an approved panel attorney has been instructed to assist with the bail hearing.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
The bail amount	No	No	Yes	Yes

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children.

### Exclusions:

This benefit excludes:

- Pro rata bail cover if the bail amount is more than the cover limit.
- Bail amounts, where the bail application was done by a non-approved panel attorney.
- Bail in the event of offences where, if found guilty, the minimum sentence will lead to jail time.

## Cyber insurance

With this cover, you enjoy the benefits of, and protection against, certain cyber events. Cover is limited to five (5) claims per annum.

BENEFITS	ACCESS PLAN	ESSENTIAL PLAN	ELITE PLAN	ELITE PLUS PLAN
Cyber bullying	No	No	Yes	Yes
Cyber theft	No	No	No	Yes
Cyber liability	No	No	No	Yes
Cyber attack	No	No	No	Yes

## Cyber bullying

We will cover you for the removal and suppression of harmful content arising from cyber bullying, including:

- Legal expenses cover to defend and/or institute legal action resulting from cyber bullying.
- 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.
- Telephonic legal advice on matters relating to cyber bullying.

## Cyber theft

We will cover you for any monetary loss that you suffer as a result of cyber theft.

## Cyber liability

We will cover you for any loss or damage directly arising 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, including:

- Legal expense cover up to the amount stated in your schedule to defend and/or institute legal action resulting from cyber liability.
- 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.
- Unlimited telephonic legal advice on matters relating to cyber liability.

## Cyber attack

We will assist with the restoration or recovery of your user data, where possible, that was lost or damaged as the result of a cyber-attack.

### Who is covered?

The policyholder, his/her legitimate spouse and up to four (4) dependent children.

### Exclusions:

This benefit excludes:

- Loss or damage relating to, arising from, or in any way associated with, harassment by a member of the same household.
- 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 deception.
- Monetary loss through online fraud, other than a cyber attack of your computer system, e.g., phishing, texting, SIM swaps etc.
- Liability arising from intentional, reckless, criminal, dishonest, fraudulent, or malicious acts, errors or omissions.
- Any penalties or fines, criminal offences, or criminal judgments against you.
- Loss or damage that forms the subject of any compulsory statutory insurance.
- Any matter where the cause of action originated before the commencement of the insurance period.
- Cover where no reasonable prospect to succeed exists.
- Loss or damage to electronic devices, or its software as a result of a cyber attack.



**Sales, Client Care and Claims**  
**0860 10 55 38**