1. My CyberCare Identity Theft Cover

This Policy is a formal agreement between you, the Policyholder and GENRIC Insurance Company Limited a company duly registered and incorporated in accordance with the company's laws of the Republic of South Africa, having Registration number 2005/037828/06 and Financial Services Provider number 43638, that carries on business as a registered short-term insurer with registration number 00051/001 (hereinafter referred to as the Insurer). This Policy is administered by GENRIC Insurance Company LTD.

You are covered up to the amount stated in this document, subject to terms and conditions of this Policy, against an occurrence of the events as defined below. Your contract with the Insurer consists of this Policy document; any schedules thereto, all written correspondence and verbal agreements.

2. Description of Policy

In exchange for the agreed Premium, subject to the terms and conditions of this Policy, as defined in your schedule. The cover amount is dependent on the cover plan selected, per Unauthorised Transfer of Funds Event, for the losses incurred due to unauthorised fund transfers as a result of a Stolen Identity Event.

3. Definition of Terms

3.1 By ‘Unauthorised Transfer of Funds Event’ we mean:

A fund transfer from your account initiated by a person other than you without the actual authority to initiate such transfer and from which you receive no benefit. Unauthorised Transfer of Funds Event does not include a Fund Transfer initiated:

3.1.1 by a person to whom you knowingly furnished the Access Device to your Account, unless you have notified the Outside Entity that transfers by such person are no longer authorised;

3.1.2 with fraudulent intent by you or any person acting in concert with you;

3.2 By ‘Unauthorised Loss of Funds’ we mean:

The principal amount of money, exclusive of interest and fees, incurred by you and caused by an Unauthorised Transfer of Funds Event first occurring during the Policy period for which you have sought reimbursement from the Outside Entity that holds the Account from which funds were stolen, and for which you have not received reimbursement in any way from any source whatsoever.
3.3 By ‘Access Device’ we mean:

Any online device, including without limitation, a password, a passphrase, a Personal Identification Number (PIN) number or any other authentication method whatsoever, designed to control and or restrict and or allow access to your Account.

3.4 By ‘Account’ we mean:

Any demand deposit (checking), savings, cash portion of a brokerage account, credit card, loan or other account held in your name or under your identification number held directly by an Outside Entity, which you can access via the internet for the purpose of transacting electronically. This account must be established primarily for personal, family or household purposes.

3.5 By ‘Approved Security Software’ we mean:

Approved Security Software refers to the computer program designed to enhance information security. The function is to defend computers/devices against intrusion and unauthorised use of resources.

3.6 By ‘Fund Transfer’ we mean:

Any transfer of funds that is initiated in person or through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing an Outside Entity to debit or credit your Account. Fund transfer includes but is not limited to:

3.6.1 online financial transactions;

3.6.2 transfers resulting from online transactions only;

3.7 By ‘Outside Entity’ we mean:

Any bank, savings, association, credit union, or any other person or business that directly holds an Account belonging to you, or that issues an Access Device and agrees with you to provide Fund Transfer services.

3.8 By ‘Stolen Identity Event’ we mean:

The fraudulent use of your name, address, identification number, bank or credit card account number, any other personally identifying information or any other method of identifying you. This includes,
but is not limited to, the fraudulent use of your personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes. A Stolen Identity Event does not include the theft or unauthorised or illegal use of your business name, doing business as or any other method of identifying your business activity.

The information used in the Stolen Identity Event (your name, address, identification number, bank or credit card account number or other personally identifying information or other method of identifying you) must have been online accessible via a computer device on which the Approved Security Software has been installed. Onus of proof on the above will be on you the Policyholder.

3.9 By ‘Policy’ we mean:

The Policy Schedule and Terms and Conditions provided and maintained by GENRIC Insurance Company LTD that guarantees the amount that shall be paid to you in the event of your claim being approved.

3.10 By ‘Premium’ we mean:

The amount and details of your premium payment obligations are specified in your Policy Schedule. The period of Insurance and due date for the payment of premium are specified in your Policy Schedule.

Intermediary Fees & Commissions
The following components are included in the premium:
- 20% intermediary commission (if applicable)
- Administration and/or maintenance fee.

All prices include VAT.
In the event that your claim was unsuccessful and rejected, we will not reimburse you for the premiums that you have paid.

Payment of the premium is a monthly or annual amount to be paid in order for the cover to be active, as selected by you as the insured. In the event of non-receipt of premiums, no claims will be payable.

4. Territorial Limits

There are no territorial limits for this Policy i.e. you are covered anywhere in the world.
5. Scope of the Policy

You will only be covered in event of the following:

5.1 You report the Stolen Identity Event or an Unauthorised Transfer of Funds Event to us within 30 (thirty) days of discovery, and
5.2 You first discover the Stolen Identity Event or Unauthorised Transfer of Funds Event while your policy is active.

5.3 Legal costs are part of, and not in addition to, the cover limits of this Policy.

6. What is not covered

This Policy shall not apply to any loss arising directly or indirectly in the event of the following:

6.1 Any dishonest, criminal, malicious or fraudulent acts you personally participated in, directed, or had prior knowledge of;

6.2 Any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury, including required care, loss of services or death at any time resulting therefrom;

6.3 Any loss arising from a Stolen Identity Event or Unauthorised Transfer of Funds Event that is not reported to us within 30 (thirty) days after it is first discovered by you;

6.4 Any Unauthorised Loss of Funds arising directly or indirectly from any business activity, including without limitation, any loss connected to an account used for business purposes;

6.5 Any Unauthorised Transfer of Funds Event of which a member of your immediate family living in the same household or joint account holder participated in, directed, indirectly or had prior knowledge of;

6.6 Any Unauthorised Loss of Funds arising directly or indirectly from destruction, confiscation or seizure by order of any government or public authority;

6.7 Any Unauthorised Loss of Funds arising directly or indirectly from voluntary disclosure of any code or other security information which can be used to gain access to your account to someone who subsequently contributes to the Unauthorised Transfer of Funds Event. This does not include disclosure of any code or other security information which can be used to gain access to an account using an access device that occurred when you were under duress or when you are a victim of fraud;

6.8 Unauthorised Transfer of Funds Event or Stolen Identity Event not covered by this Policy;

6.9 Any Unauthorised Loss of Funds arising directly or indirectly from any loss, expense or damage for which an outside entity is legally liable;
6.10 Any costs or claim recoverable from a third party;

6.11 Any events that occurred before the inception date will not be covered;

6.12 War or war-like acts, military uprising, usurped power, rebellion or revolution, civil commotion, labour disturbances or public disorder;

6.13 Events related to looting or theft other than specifically covered by this policy;

6.14 Any acts of terrorism by any group or person, whether under instruction or acting alone;

6.15 Any loss due to unlicensed software use, computer viruses or similar destructive media;

6.16 Any consequential loss or damage which is not directly caused by an insured risk;

7. Commencement Date

The commencement date (start date) of your Policy is the date noted on your policy schedule.

8. Period of Cover

All premiums are to be paid monthly or annually in advance. Cover will be active for the month for which premiums have been received.

9. Non-payment of premium

If we do not receive the payment of your Premium, we will not be liable to pay any loss as detailed in this document. This includes any reversed premiums or stopped payments.

10. Termination of the Policy

You may cancel your Policy at any time by giving us 30 days' notice.

Should you wish to cancel with immediate effect, we will refund the relevant portion, less any administrative cost, provided that no claim for loss has been submitted for that period.
11. Amendment of Policy Terms and Conditions

The Insurer may make changes to the terms and conditions of this Policy as and when we deem it necessary to do so. When we do, we will give you 30 days’ written notice to your nominated email address.

12. Transferability of the Policy

This cover may not be transferred to another party or person.

13. Update of personal information or personal circumstances

It is very important that you keep us updated with your contact information and personal details, especially your email address, as all communication from us will occur via electronic means only. The on us is on you to ensure that you provide us with the correct email address and personal details and we will accept no liability for any errors in this regard. Personal details include, but are not limited to:

13.1 Email address;
13.2 Dishonesty; tell us about any convictions or offences related to dishonesty by you;
13.3 Potential risk which may affect the terms and conditions of this Policy;
    Inform us immediately of any changes to your circumstances that may influence the terms and conditions of this Policy.

14. Honesty is always the best policy

Always provide us and the authorities with true and complete information. This applies to any other party that may act on your behalf. We act on the information you provide, therefore any information which is misleading, incorrect or false will prejudice the validity of your claim or may make this Policy null and void.

If a claim is also covered by an insurance Policy that you may have, we will only pay you out for our portion. It is unethical and prohibited to benefit financially from a loss as defined in this document.

15. Sharing of Information

We respect the confidentiality of your information and will never misuse it. We will never share any information with any entity, natural person or third party unless you have provided us with written permission to do so.
16. Assistance in Recovery

You as the insured warrant that you will provide us with any assistance, whether by means of required documentation

17. How we pay your claim

We have the choice to settle your claim in any of the following ways:

17.1 Paying out cash to your Bank account; or

17.2 Pay out to your Credit Card;

18. How to claim

18.1 Contact GENRIC Emergency Assist Line, or lodge an intent to claim on the website as soon as possible after the incident. The sooner you notify is the quicker we are able to assist you;

18.2 We will need to verify that your Policy is active and valid;

18.3 Inform the Outside Entity to check and verify the Unauthorised Transfer of Funds Event or Stolen Identity Event;

18.4 Inform the police / authorities of the Unauthorised Transfer of Funds Event or Stolen Identity Event as soon as possible, but no later than 24 hours after becoming aware of the event;

18.5 In order to process your claim we may request some documentation to verify the claim. Any cost associated with obtaining the required documentation will not be covered by us. All information and documentation we ask of you within the timeframe we set;

18.6 You must report an incident or claim within 90 (ninety) days of discovery of an Unauthorised Transfer of Funds Event. This includes incidents for which you do not want to claim right away, but which may result in a claim in the future;

18.7 The documentation you will need to provide includes, but is not limited to, the following;

18.7.1 The police report

18.7.2 The police case number

18.7.3 Bank Statement for validation of transaction

18.7.4 A letter from the Outside Entity stating that they will not reimburse the loss incurred
18.8 You will need to let us know if you have insurance cover that covers the same event. We will not cover any loss covered by a third party;

18.9 Inform us if 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;

19. Our commitment to you

The Insurer and its representatives are committed to settle all valid claims within 72 hours of obtaining all the necessary documentation. However, it’s in the interest of all our Policyholders, including you, that we investigate the validity of a claim. For this reason, delays in authorizing claims may sometimes happen.

20. Fraudulent or Dishonest Claims

If your claim is rejected (initially or after an investigation) due to fraud or dishonesty, you will need to pay us back for any expenses that we may have incurred relating to the claim. If you, or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim, that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your Policy retrospectively, from the date on which the incident has been reported, or from the actual incident date, whichever date is the earliest. We will also report your fraud or dishonesty to the relevant authorities.

21. Complaints and Disputed / Rejected Claims

Should your claim be rejected, you will be notified in writing and will be provided with the reasons for rejection. If you disagree with the outcome (our final decision) of your claim with us, you may object in writing within 90 (ninety) days from the date of rejection. You will need to make written representation to us with valid reasons as to why you disagree with our decision. The claim may be reconsidered and you will receive further written notification of the outcome of your dispute. Following directly on the first day after the 90-day period mentioned above, you will have a further 6 (six) months to serve a formal summons on us. If you have not formally (in writing) raised your objection within any of these reasonable time frames, you will then no longer have the right to dispute the outcome.

Please send any formal notification of disputes to legal@mycybercare.co.za.
22. Help us stop fraud

Fraud increases claim costs for all of us, and could in turn lead to increased fees. It's also a criminal offence that is punishable by law. GENRIC Insurance Company LTD supports the prevention of fraud. If you know of any fraud or suspect that someone is involved in fraudulent activities, please contact one of the following agencies:

**SOUTHERN AFRICAN FRAUD PREVENTION SERVICES**

Help-Line: 0860 101 248  
Telephone: +27(0)11 867 2234  
Fax: +27(0)11 867 2315  
[www.safps.org.za](http://www.safps.org.za)  
Report a Crime  
[www.reportacrime.co.za](http://www.reportacrime.co.za)  
South African Insurance Crime Bureau  
Telephone: +27 021 1432/3/4/5  
After hours: +27 72 313 6224  
Fraud line: 0860 002526 (anonymous) [www.saicb.co.za/](http://www.saicb.co.za/)  

**SARS**


All details of any person reporting any fraudulent activities are treated with the utmost confidentiality and should you wish to remain anonymous, you may elect to do so.
STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS
IMPORTANT - PLEASE READ CAREFULLY

DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the insurance contract or any other document)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

YOUR ADMINISTRATOR

GENRIC Insurance Company LTD Registration number: 2005/037828/06
PO BOX 1115, Bromhof, 2154
Midrand Business Park, Building 3, 563 Old Pretoria Main Road, Midrand, 1685
Tel: 0875500968

E-mail: info@GENRIC.co.za
Website: www.GENRIC.co.za

GENRIC Insurance Company Limited is an authorised financial services provider, FSP number 43638.
- We are in possession of Professional Indemnity Insurance.
- A Conflict of Interest Management Policy and associated gift register is available for inspection upon request.

Compliance Officer

Moonstone Information Refinery (Pty) Ltd
FSB Reg. No. 188 – Represented by Bronwen Allan
PO Box 12662, Die Boord, Stellenbosch, 7613
Tel: 021 883 8000
Fax: 086 601 9872
E-mail: ballan@moonstonecompliance.co.za
Website: www.moonstoneinfo.com

YOUR INSURER

GENRIC Insurance Company Limited (Reg No. 2005/037828/06)
PO BOX 1115, Bromhof, 2154
Midrand Business Park, Building 3, 563 Old Pretoria Main Road, Midrand, 1685
Tel: 0861 44 44 62
Fax: 086 685 0357
FSP Registration Number: 43638  
E-mail: info@genric.co.za  
Website: www.genric.co.za

- We are in possession of Professional Indemnity Insurance.  
- We do hold Fidelity Guarantee Insurance.  
- We are in possession of a mandated to act on behalf of the insurer.  
- A Conflict of Interest Management Policy and associated gift register is available for inspection upon request.

Compliance Officer

Moonstone Information Refinery (Pty) Ltd  
FSB Reg. No. 188 – Represented by Bronwen Allan  
PO Box 12662, Die Boord, Stellenbosch, 7613  
Tel: 021 883 8000  
Fax: 086 601 9872  
E-mail: ballan@moonstonecompliance.co.za  
Website: www.moonstoneinfo.com

OTHER MATTERS OF IMPORTANCE

General

As a client, no product provider of FSP may request or induce you, in any manner whatsoever, to waive any right or benefit conferred on you, or in terms of, any provision of the FAIS Act and Codes of Conduct.

- You must be informed of any material changes to the information provided above.  
- If the information above was given to you verbally, it must be confirmed to you in writing within 30 days.  
- If any complaint of the broker or Insurer is not resolved to your satisfaction, you may submit a complaint to the Registrar of Short-term Insurance or to the FAIS Ombudsman.  
- Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.  
- If the premium is paid by debit order
  i) It may only be in favour of one person and may not be transferred without your approval;  
  ii) The Insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.  
- The Insurer  
- If you need advice on any aspect of your Policy, First Amounts Payable, claims procedure or your responsibility to pay premiums, please contact your Broker or the Insurer at the above address.
Warning

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make note as to what is said to you.
- Don't be pressurised to buy the product.
- Incorrect information or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

Short-term Insurance Ombudsman

Short-term Insurance Ombudsman
P.O. Box 32334, BRAAMFONTEIN, 2017
Sunnyside Office Park, 32 Princess of Wales Terrace, 5th Floor, Building D, Parktown, 2193
Tel: (011) 726-8900
Fax: (011) 726-5501
info@osti.co.za / www.osti.co.za

FAIS Ombudsman:

P.O. Box 74571, LYNWOODRIF, 0040
Tel: (012) 470-9080 / 0860 432 766
Fax: (012) 348-3447
E-mail: info@faisombud.co.za
Website: www.faisombud.co.za

Registrar of Short-term Insurance:

P.O. Box 35655
MENLO PARK
0102
Tel: (012) 428-8000
Fax: (012) 347-0221

FAIS COMPLIANCE

Further information in compliance with the Financial Advisory and Intermediary Services (FAIS) Act No. 37 of 2002 – Please read carefully.
Services the FSP is permitted to provide:

Short-term Insurance (Personal Lines & Commercial Lines Policies) – Advice and Intermediary Service

The name, address and contact details of the product suppliers are provided in the documentation covering each of the products purchased and provided as accompanying documentation to your Finance Agreement, where applicable.

All conditions or restrictions imposed by the product supplier are set out in the applicable policy documentation.

Financial Products Provided:

The name, class or type of product and the nature and extent of the benefits provided are set out in the accompanying policy documentation provided by the product suppliers and include information about the nature and extent of their obligations to you and your obligations to them.

Customer Responsibility:

It is important that all of the information provided by you or on your behalf is complete and accurate. Should this not be so, the possible consequences of incomplete, miss-represented or non-disclosed information associated with your application include the cancellation of the products applied for and the forfeiture of any monies paid to date, the repudiation of all claims irrespective of their cause or nature, and the possible institution of criminal action against you.

Whilst reasonable steps have been taken to ensure that the products applied for by yourself are suitable for providing cover appropriate to the purchase you have made, no analysis of your financial needs or risk profile has or will be made by the FSP or those associated with it. It is therefore vital that you take particular care to ensure that the product or products you have purchased are appropriate and adequate for your needs.