SUMMARY OF FIDELITY AND COMPUTER CRIME POLICY CHANGES

For your ease of reference, we have compiled this summary that provides an overview of all the changes to our policy wordings.

The changes have been grouped as follows:

A) General definitions relating to all Sections
B) Specific definitions relating to Section A
C) Section A changes
D) Addition of Section B – Data Protection and Data Damages and changes to Data Protection
E) Changes to General Exclusions and General Conditions and Provisions

Please note that newly inserted text has been highlighted in green, while text that has been deleted is highlighted in ~~yellow~~.

The page numbers referred to are those of the new wording.

#	Page	Description	Commentary
Part A) General Definitions relating to all Sections			
A.1	4	**DISCOVERY** Means when an ~~***insurable person***~~ ***you*** first become aware of any actual or potential claim by an ***insurable person*** or third party of any ***loss*** for which indemnity is or may be provided under this ***policy***, or of any fact or circumstance which would cause a reasonable person to assume that any ***loss*** has or may have occurred, regardless of: a) the time or place of any act, transaction or other event which has or may have caused or contributed to such claim or ***loss***; b) whether ~~the~~ ~~***insurable person's***~~ ***your*** knowledge for such claim or loss is such that at the time of first awareness, any ***loss*** could reasonably have been foreseen.	Amendment to highlight discovery by ***you.***
A.2	5	**LIMIT OF INDEMNITY** Means the most ***you*** can claim for any one ***loss*** or in any one annual ***period of insurance***. The amount is shown against the item in the ***schedule*** as the ***Limit of Indemnity***. All claims or losses relating to the same act or series of acts committed by one person or in which one person is involved will be considered to be one ***loss*** for the purposes of the application of the ***Limit of Indemnity.*** The ***Limit of Indemnity*** is the most we will pay during the ***period of insurance.***	Addition of last sentence to reiterate that maximum payable in period of insurance is limit of indemnity.

Part B) Specific definitions relating to Section A			
B.1	6	**COMPUTER VIRUS** Means a set of unauthorised instructions, programmatic or otherwise that propagate themselves including any Trojan horse, time or logic bomb, or worm, or any other destructive or disruptive code, media or program, or interference through the ***insurable persons computer network*** via the means inherent in the operation of such systems, which instructions are maliciously introduced by a person which cause the ***insurable person*** to transfer or pay or deliver any ***funds*** ~~or property~~, establish any credit/debit any account or give any value as a direct result of the destruction or attempt thereat of the ***insurable persons*** electronic ***data*** while such ***data*** is stored within the ***insurable persons computer network*** or a service provider's ***computer network***;	Removal of Property

#	Page	Description	Commentary
B.2	6	**CRIMINAL ACT** Means any fraudulent or dishonest single, continuous, or repeated act(s) or a series of act(s) committed by an ***insurable person*** or third party acting alone or in collusion with others, with the intent to cause ***you loss*** or to obtain ***improper financial gain*** through: a) theft of ***funds;*** b) ~~***fraudulent alteration***~~; c) ***fraudulent transfer instructions***; or d) ***computer crime***;	Combination of internal and external crime. Removal of fraudulent alteration as financial instruments (cheques, promissory notes) are no longer used.
B.4	6	***Criminal Act*** does not include: a) corporate transaction involving the purchase or sale of shares, equity, debt or assets of an entity; b) ***voluntary exchange*** or ***purchase*** unless covered under ~~***fraudulent alteration***~~, ***fraudulent transfer instructions*** or ***computer crime***; or c) investment activities, being the act or purported act of investing in securities, commodities, futures, or foreign exchange	Removal of fraudulent alteration as financial instruments (cheques, promissory notes) are no longer used
B.5		~~**FINANCIAL INSTRUMENT**~~ ~~Means cheques, drafts or similar written promises, orders, or directions to pay a certain sum of money that are made, drawn by or drawn upon ***you*** or by anyone acting or purporting to be acting as ***your*** agent.~~ ~~**FRAUDULENT ALTERATION**~~ ~~Means a material alteration to any authentic ***financial instrument*** for a fraudulent or dishonest purpose by any person. Any ***financial instrument*** which has been fictitiously or fraudulently created from the outset is not deemed to be a fraudulent alteration.~~	Removal of fraudulent alteration as financial instruments (cheques, promissory notes) are no longer used
B.7	8	**TWO-STEP VERIFICATION PROCESS** Means a verification process that comprises two or more independent procedures being carried out to verify and confirm the legitimacy of any instruction to change banking details, add or amend beneficiaries, or attend to the withdrawal or transfer of funds. As a minimum, the two-step verification process should include both a written or electronic confirmation as well as a separate and independent telephonic verification undertaken by two authorised independent parties.	Add two authorised independent parties.

#	Page	Description	Commentary
B.8	8	**VOLUNTARY EXCHANGE OR PURCHASE** Means the voluntary giving or surrendering (whether or not such giving, or surrendering is induced by deception) of ***funds*** in any transaction, exchange or purchase.	Add transaction

Part C) Section A changes			
C.1	9	**WHAT YOU ARE COVERED FOR** **THEFT, FRAUD, DISHONESTY AND COMPUTER CRIME** ***We*** will pay for ***loss*** of ***funds***, sustained as a direct result of any ***criminal act***, all of which occurs during the **period of insurance,** or after the ***retroactive date*** and which is discovered and notified to ***us*** during the ***period of insurance*** or within 12 months of the termination of this ***policy***.	Add notified to us
C.2	9	**ACCOUNTANTS** ***We*** will pay ***your*** reasonable costs and expenses necessarily incurred with ***our*** written consent for any particulars or details contained in ***your*** books of account or other business books, documents or systems which may be required by ***us*** under this ***policy*** for the purpose of investigating or verifying any claim hereunder to be produced and certified by ***your*** auditors or professional accountants. These certificates will be prima facie evidence of the particulars and details to which it relates.	Include reasonable costs with our consent
C.3	9	**CONTRACTUAL PENALTIES** ***We*** will pay for any ***contractual penalties*** you incur as a result of an insured ***loss.*** The most ***we*** will pay is the amount as shown in the ***schedule.***	Limited to amount shown in the schedule

#	Page	Description	Commentary
C.4	11	**SPECIFIC EXCLUSION** m) ***We*** will not pay claims arising from, related to, as a consequence of, or in any way attributable to any form of malicious software which infects, locks, encrypts or takes control of any aspect of the ***insurable person's computer network*** and demands a ransom payment in exchange to undo such actions.	Ransomware exclusion added

Part D) Addition of Section B - Data Protection and Changes to Data Protection			
D.1	12	**SECTION B – DATA PROTECTION AND DATA DAMAGE EXPENSES**	New Section B added to cover Data protection with conditions and exclusions applicable
D.2	13	**SECURITY BREACH** Means the actual or alleged breach of duty by an ~~***insurable person***~~ ***you*** in preventing the intentional misuse of ~~a~~ ***your computer network*** to modify, delete, corrupt, destroy or wrongfully disclose ***data*** or participate in a denial of service.	Breach of duty by you on ***your computer network***
D.3	14	**DATA PROTECTION** ***We*** will indemnify ***you*** for all claims first made during the ***period of insurance***, occurring on or after the ***retroactive date***, for: a) ***your legal liability*** arising out of a ***cyber event***; b) ~~***your legal liability*** arising from a civil regulatory action, a civil penalty, or fines to the extent insurable by law, imposed by a governmental regulatory body against ***you*** arising from a ***cyber event***~~; c) ***crisis management costs, customer notification expenses,*** and ***customer support expenses*** when such costs and expenses are incurred, following a ***cyber event;*** d) ***cyber costs and expenses.***	b) removed
D.4	14	**SPECIFIC CONDITIONS SECTION B** **SECURITY REQUIREMENTS** In addition to full compliance in terms of the Protection of Personal Information Act (POPIA)	Addition of Specific Conditions applicable to Section B

#	Page	Description	Commentary
		you must implement the following security measures: a) Anti-virus and/or anti-malware software must be installed on all servers, desktops, laptops, notebooks, and data storing systems and kept up to date as per the software provider's recommendations. b) Security related updates and patches must be applied timeously to all systems. c) Appropriate firewalls must be installed to protect the internal network from unauthorised access or malicious traffic. d) Remote access must be adequately controlled and secured using virtual private network connections to prevent unauthorised user access. e) Access to any default administrator account on any node/device on the network must be disabled, deleted, or appropriately renamed and restricted. f) Appropriate and proper user access management, password management and control must be implemented to prevent unauthorised user access to any of its networks, systems, desktops, laptops, notebooks, servers, media devices and portable storage devices. g) Physical access controls to all offices and server rooms must be implemented to prevent unauthorised user access. h) Desktops, laptops, notebooks and portable storage / media devices must not be left unattended and must be adequately secured and locked away when not in use. i) Proper data backup processes that require regular backups to be generated, tested, and stored offsite must be implemented.	
D.5	15	**SPECIFIC EXCLUSIONS - WHAT YOU ARE NOT COVERED FOR** ***1. We*** will not pay costs, expenses, or ***legal liability*** for any: a) act committed prior to the inception of this ***policy,*** or which was notified to any other insurer prior to the inception of this ***policy*** or any circumstance which was known to or ought reasonably to have been known to by you prior to the inception of the ***policy***;	Specific Exclusions added applicable to Section B

#	Page	Description	Commentary
		b) claims recoverable under any other insurance that provides indemnity for such a loss, except for those amounts not indemnified by any such other policy whether by reason of the loss falling within the policy's excess or due to the total loss exceeding the ***limit of indemnity*** provided by that policy; c) loss discovered more than twelve (12) months after the expiry of this ***policy*** d) fines, penalties, or damages for which ***you*** are legally liable. e) loss where the security requirements have not been complied with f) loss caused by or contributed to by any non-compliance to the Protection of Personal Information Act. g) claims arising from, related to, as a consequence of, or in any way attributable to any form of malicious software which infects, locks, encrypts or takes control of any aspect of ***your computer network*** and demands a ransom payment in exchange to undo such actions.	

Part E) Changes to General Exclusions and General Conditions and Provisions			
E.1	16	**5.NATIONALISATION** This ***policy*** does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss that is directly or indirectly caused by or contributed to or arising from pandemic, lockdown, nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.	Addition of pandemic and lockdown

#	Page	Description	Commentary
E.2	18	**1. Acts and Regulations** ***You*** must comply with all statutory obligations, laws, and regulations of the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011), the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) as well as the Regulations proclaimed on 07 October 2016, the Companies Act (No. 71 of 2008), or the Share Blocks Control Act (No. 59 of 1980), or the Housing Development Schemes for Retired Persons Act (No. 65 of 1988), and the Protection of Personal Information Act, Act 4 of 2013, all as amended or substituted from time to time, or any similar applicable legislation. If ***you*** do not comply, ***we*** shall not be liable for any loss or liability caused or contributed to by any such non-compliance.	Addition of POPIA
E.3	21	**15. Retroactive Date** An event giving rise to a claim must occur on or after the ***retroactive date*** stated in the ***schedule***. This ***policy*** provides no cover for events which occurred before the ***retroactive date. You*** are however still obliged to reveal to ***us*** all details of claims made or outstanding or any event that is likely to give rise to a claim or where ***you*** suspect there would be a claim.	Retroactive date reflected in the schedule to provide a maximum of three years retroactive cover.