

# Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

Authorised Official

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Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



## **SCHEDULE**

POLICY NUMBER: ESN0040281326 UNIQUE MARKET REFERENCES: B087524C9N5047

THE INSURED: APL Health Ltd

ADDRESS: Unit 9 Brunel Court Rudheath Way, Rudheath,

Northwich, Cheshire, CW9 7LP,

Rudheath Way Rudheath CW9 7LP

UK

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and

other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 30 Mar 2025
THE EXPIRY DATE: 00:01 Local Standard Time on 30 Mar 2026

TOTAL PAYABLE: GBP1,953.20

Broken down as follows:

Premium: GBP1,610.00
Insurance Premium Tax: GBP193.20
Policy Administration Fee: GBP150.00

BUSINESS OPERATIONS: Occupational Health Services

LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide
REPUTATIONAL HARM PERIOD: 12 months
INDEMNITY PERIOD: 12 months
WAITING PERIOD: 8 hours
RETROACTIVE DATE: Unlimited

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for 100% of applicable annualised premium

APPROVED CLAIMS PANEL

PROVIDERS:

**CFC Response** 

CYBER INCIDENT MANAGER: CFC Underwriting Limited

CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident

please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 0800 975 3034 or email

cyberclaims@cfc.com

WORDING: Cyber, Private Enterprise v3.2
ENDORSEMENTS: Complaints Notice (NON USA)

Schedule Of Information



## **SCHEDULE**

#### **INSURING CLAUSE 1: CYBER INCIDENT RESPONSE**

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBPO each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: GBP50,000 each and every claim, subject to a

maximum of 10% of all sums we have paid

as a direct result of the cyber event

Deductible: GBP0 each and every claim



## **INSURING CLAUSE 2: CYBER CRIME**

#### **SECTION A: FUNDS TRANSFER FRAUD**

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim

**SECTION D: EXTORTION** 

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: GBP50,000 each and every claim

Deductible: GBP5,000 each and every claim

SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

Limit of liability: GBP250,000 each and every claim

Deductible: GBP5,000 each and every claim



## **INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION**

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

#### SECTION B: DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING

Limit of liability: GBP500,000 each and every claim, sub-limited to

GBP500,000 in respect of system failure

Deductible: GBP5,000 each and every claim

#### SECTION C: ADDITIONAL INCREASED COST OF WORKING

Limit of liability: GBP100,000 each and every claim

Deductible: GBP5,000 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: GBP500,000 each and every claim, sub-limited to

GBP500,000 in respect of system failure

Deductible: GBP5,000 each and every claim

# SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: GBP25,000 each and every claim

Deductible: GBPO each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP5,000 each and every claim



## **INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY**

#### SECTION A: NETWORK SECURITY LIABILITY

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

SECTION B: PRIVACY LIABILITY

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

SECTION C: MANAGEMENT LIABILITY

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

**SECTION D: REGULATORY FINES** 

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

**INSURING CLAUSE 5: MEDIA LIABILITY** 

SECTION A: DEFAMATION

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: GBP500,000 each and every claim, including costs and

expenses

Deductible: GBP5,000 each and every claim, including costs and

expenses

**INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS** 

NO COVER GIVEN



# **INSURING CLAUSE 7: COURT ATTENDANCE COSTS**

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBPO each and every claim



## **OUR REGULATORY STATUS**

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## **HOW TO COMPLAIN**

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department Fidentia House Walter Burke Way Chatham Kent ME4 4RN

Telephone: +44 (0)20 7327 5693 E-mail: complaints@lloyds.com

Your complaint will be acknowledged promptly in writing.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after receiving the response, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). The contact details are as follows:



Financial Ombudsman Service Exchange Tower London E14 9SR United Kingdom Telephone from outside the UK:

 Telephone from outside the UK:
 +44 20 7964 0500

 Telephone from inside the UK:
 0800 023 4 567

 Fax:
 +44 20 7964 1001

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.

#### DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.



You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy



# OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

- a. is separate from and in addition to the premium stated in the Schedule;
- b. is not subject to any tax that would otherwise be applied to the premium; and
- c. constitutes a separate agreement between the Insured stated in the Schedule and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy



# **SCHEDULE OF INFORMATION**

ATTACHING TO POLICY ESN0040281326

NUMBER:

THE INSURED: APL Health Ltd WITH EFFECT FROM: 30 Mar 2025

The information stated below has been provided to **us** as part of **your** application for this Policy. It is important that this information is correct as **we** may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact **us** as soon as is reasonably practicable.

- 1. Company web address: smartclinic.com
- 2. Number of employees: 49
- 3. Annual revenue: GBP2,200,000
- 4. You have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than GBP10,000
- 5. You have not had any legal action brought or threatened against you in the last five years as a direct result of a cyber event
- 6. You have not had any regulatory action initiated against you in the last five years as a direct result of a cyber event
- 7. You are not involved in the direct supply of goods or services to the cannabis industry, nor are you involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY