



## Policy certificate

### Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
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:

A handwritten signature in black ink, appearing to read 'AR H...', followed by a wavy line.

**Authorised Official**

**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:	ESL0539601206
UNIQUE MARKET REFERENCES:	B087522C9N5051 B087522C9N5053
THE INSURED:	Health Risk Management Systems PL
ADDRESS:	Shop 10, 10-14 Simms Road Greensborough VIC, 3086 Australia
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's
THE INCEPTION DATE:	16:00 Local Standard Time on 05 Feb 2023
THE EXPIRY DATE:	16:00 Local Standard Time on 05 Feb 2024
TOTAL PAYABLE:	AUD14,110.00
Broken down as follows:	
Premium:	AUD13,500.00
Policy Administration Fee:	AUD610.00
GST:	AUD0.00
TECHNOLOGY SERVICES:	SAAS/ASP Software development, installation and maintenance -organisational health and safety software
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
RETROACTIVE DATE(S):	
Professional Liability:	Unlimited
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD (CYBER AND PRIVACY cover only):	12 months
WAITING PERIOD:	8 hours
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualised premium
APPROVED CLAIMS PANEL PROVIDERS:	Norton Rose Fulbright Context Security Crowdstrike Kivu Consulting KPMG Symantec Clyde & Co
CLAIMS MANAGER:	CFC Underwriting Limited Please report all new claims to: <a href="mailto:newclaims@cfcunderwriting.com">newclaims@cfcunderwriting.com</a>
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: 1800 803 202 or email  
[cyberclaims@cfcunderwriting.com](mailto:cyberclaims@cfcunderwriting.com)

WORDING:

Technology (AU) v3.0

ENDORSEMENTS:

Complaints Notice (Australia)

Process For Paying Privacy Breach Notification Costs

Condition Amendatory Clause

## SCHEDULE

### INSURING CLAUSE 1: PROFESSIONAL LIABILITY

#### ALL SECTIONS COMBINED

Aggregate limit of liability: AUD5,000,000 in the aggregate

#### SECTION A: PRODUCTS AND SERVICES LIABILITY

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

#### SECTION B: BREACH OF CONTRACT

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**

#### SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**

#### SECTION D: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**

#### SECTION E: REGULATORY COSTS AND FINES

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**

#### SECTION F: DISHONESTY OF EMPLOYEES

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**

#### SECTION G: PAYMENT OF WITHHELD FEES

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, excluding **costs and expenses**



## INSURING CLAUSE 2: NETWORK SECURITY & PRIVACY LIABILITY

### ALL SECTIONS COMBINED

Aggregate limit of liability: AUD5,000,000 in the aggregate

### SECTION A: NETWORK SECURITY LIABILITY

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

### SECTION B: PRIVACY LIABILITY

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

### SECTION C: MANAGEMENT LIABILITY

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

### SECTION D: REGULATORY INVESTIGATION COSTS

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD10,000 each and every claim, including **costs and expenses**

## INSURING CLAUSE 3: CYBER INCIDENT RESPONSE

### ALL SECTIONS COMBINED

Aggregate limit of liability: AUD5,000,000 in the aggregate

### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: AUD5,000,000 each and every claim, including **costs and expenses**

Deductible: AUD0 each and every claim, including **costs and expenses**



## SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	AUD50,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## INSURING CLAUSE 4: CYBER CRIME

### SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

NO COVER GIVEN

### SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

NO COVER GIVEN

### SECTION C: THEFT OF PERSONAL FINANCIAL ASSETS

NO COVER GIVEN



#### SECTION D: EXTORTION

Aggregate limit of liability:	AUD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim

#### SECTION E: TELEPHONE HACKING

NO COVER GIVEN

#### SECTION F: PUSH PAYMENT FRAUD

NO COVER GIVEN

#### SECTION G: UNAUTHORISED USE OF COMPUTER RESOURCES

NO COVER GIVEN

### INSURING CLAUSE 5: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### ALL SECTIONS COMBINED

Aggregate limit of liability:	AUD5,000,000	in the aggregate
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#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	AUD5,000,000	each and every claim
Deductible:	AUD10,000	each and every claim

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

Limit of liability:	AUD5,000,000	each and every claim
Deductible:	AUD10,000	each and every claim

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

Limit of liability:	AUD100,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>



## SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	AUD25,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>

## SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	AUD5,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD10,000	each and every claim, including <b>costs and expenses</b>

## INSURING CLAUSE 6: GENERAL LIABILITY

### SECTION A: PUBLIC LIABILITY

Limit of liability:	AUD20,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>

### SECTION B: PRODUCTS LIABILITY

Aggregate limit of liability:	AUD20,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>

### SECTION C: PERSONAL AND ADVERTISING INJURY

Aggregate limit of liability:	AUD20,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>

### SECTION D: POLLUTION LIABILITY

Aggregate limit of liability:	AUD20,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>

### SECTION E: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	AUD20,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	AUD1,000	each and every claim, including <b>costs and expenses</b>





#### **INSURING CLAUSE 7: COMMERCIAL PROPERTY**

NO COVER GIVEN

#### **INSURING CLAUSE 8: BUSINESS INTERRUPTION**

NO COVER GIVEN

#### **INSURING CLAUSE 9: LEGAL EXPENSES**

NO COVER GIVEN

#### **INSURING CLAUSE 10: DIRECTORS AND OFFICERS LIABILITY**

NO COVER GIVEN

#### **INSURING CLAUSE 11: LOSS MITIGATION**

Limit of liability:	AUD5,000,000	each and every claim
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Deductible:	AUD10,000	each and every claim
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#### **INSURING CLAUSE 12: REPUTATION AND BRAND PROTECTION**

Aggregate limit of liability:	AUD100,000	in the aggregate
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Deductible:	AUD0	each and every claim
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#### **INSURING CLAUSE 13: COURT ATTENDANCE COSTS**

Aggregate limit of liability:	AUD100,000	in the aggregate
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Deductible:	AUD0	each and every claim
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## OUR REGULATORY STATUS

CFC Underwriting Limited is authorized 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

This Policy does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

We intend to provide an excellent service to you. However, we recognise 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 [enquiries@cfcunderwriting.com](mailto:enquiries@cfcunderwriting.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
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 Australia Limited. The contact details are as follows:

Lloyd's Australia Limited  
Suite 1603, Level 16  
1 Macquarie Place  
Sydney  
NSW 2000

Telephone: (02) 8298 0783  
E-mail: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)



Following receipt of your complaint, you will be advised whether your matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK. Your complaint will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of your complaint at least every 10 business days.

If you remain dissatisfied after Lloyd's Australia Limited has considered your complaint, you may have the right to refer your complaint to the Australian Financial Complaints Authority. Their contact details are as follows:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Australia

Telephone: 1800 931 678  
E-mail: [info@afca.org.au](mailto:info@afca.org.au)

You can find further details about the Australian Financial Complaints on their website: [www.afca.org.au](http://www.afca.org.au)

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: +44 20 7964 0500  
Telephone from inside the UK: 0800 023 4 567  
Fax: +44 20 7964 1001

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**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 Choice of law, jurisdiction and service of suit Condition.**

## 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 [enquiries@cfcunderwriting.com](mailto:enquiries@cfcunderwriting.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.cfcunderwriting.com/privacy>



## PROCESS FOR PAYING PRIVACY BREACH NOTIFICATION COSTS CONDITION AMENDATORY CLAUSE

ATTACHING TO POLICY ESL0539601206  
NUMBER:

THE INSURED: Health Risk Management Systems PL  
WITH EFFECT FROM: 05 Feb 2023

It is understood and agreed that the "Process for paying privacy breach notification costs" **CONDITION** is deleted in its entirety and replaced with the following:

### Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **You** or **we** must ensure that notification is compliant with any legal or regulatory requirements and contractual obligations and transmitted using the most cost effective means permissible under the governing law. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

**We** will not be liable for any portion of the costs **you** incur that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay you the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

If a **senior executive officer** becomes aware that a **client** has suffered a **privacy breach**, **you** and **we** agree that **you** will:

- a. endeavour as much as is reasonably practicable that any **privacy breach** notification transmitted by or on behalf of **your client** is compliant with any legal or regulatory requirements and contractual obligations and transmitted using the most cost effective means permissible under the governing law; and
- b. fully comply with **CONDITION 1**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**