



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 'ARH', followed by a long, wavy horizontal 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:	ESI032714874
UNIQUE MARKET REFERENCES:	B087519C9N5047 B087519C9N5051
THE INSURED:	ICT REVERSE ASSET MANAGEMENT LTD
ADDRESS:	The Old Reebok, Southgate, Whitelund Industrial Estate Morecambe LA3 3PB UK
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 29 Sep 2019
THE EXPIRY DATE:	00:01 Local Standard Time on 29 Sep 2020
TOTAL PAYABLE:	
Broken down as follows:	
Premium:	
Insurance Premium Tax:	
Policy Administration Fee:	
BUSINESS ACTIVITIES:	IT asset retirement and secure data erasure, as more fully described in the application form dated 15 Oct 2019 and as held on file by CFC Underwriting Limited
OPTIONAL EXTENDED REPORTING PERIOD PREMIUM:	(only payable if you choose to exercise this option)
SYSTEM OUTAGE PERIOD:	3 Months
MINIMUM OUTAGE PERIOD:	10 Hours
LEGAL ACTION:	Worldwide ex US & Canada
TERRITORIAL SCOPE	Worldwide
RETROACTIVE DATE:	29 Sep 2016
CLAIMS MANAGERS:	CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com
INCIDENCE RESPONSE HOTLINE:	In the event of an actual or suspected privacy breach please call our emergency response team toll free 24-hour Data Breach Hotline: 0800 975 3034
WORDING:	TECH UK v1.9
ENDORSEMENTS:	SANCTION LIMITATION AND EXCLUSION CLAUSE

LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: PROFESSIONAL INDEMNITY

Limit of liability:	GBP5,000,000	each and every claim, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER & PRIVACY

SECTION A: CYBER LIABILITY

Limit of liability:	GBP5,000,000	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:	GBP5,000,000	each and every claim, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

NO COVER GIVEN

SECTION D: SYSTEM DAMAGE

NO COVER GIVEN

SECTION E: SYSTEM BUSINESS INTERRUPTION

NO COVER GIVEN

SECTION F: THREATS OR EXTORTION

NO COVER GIVEN

INSURING CLAUSE 3: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

Limit of liability:	GBP5,000,000	each and every claim, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses

INSURING CLAUSE 4: PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN



SECTION B: PERSONAL ACCIDENT

NO COVER GIVEN

SECTION C: BUSINESS INTERRUPTION – FLEXIBLE FIRST LOSS

NO COVER GIVEN

INSURING CLAUSE 5: EMPLOYERS' LIABILITY

NO COVER GIVEN

INSURING CLAUSE 6: GENERAL LIABILITY

SECTION A: PUBLIC LIABILITY

NO COVER GIVEN

SECTION B: PRODUCTS LIABILITY

NO COVER GIVEN

SECTION C: POLLUTION LIABILITY

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Limit of liability:	GBP50,000	sub-limited to GBP1,000 per day
Deductible:	GBP0	each and every claim

INSURING CLAUSE 8: LOSS MITIGATION

Limit of liability:	GBP5,000,000	each and every claim
Deductible:	GBP5,000	each and every claim

INSURING CLAUSE 9: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	GBP50,000	
Deductible:	GBP0	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 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 or please write to:

The Managing Director
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 the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS 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.



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 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 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>



SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER: ESI032714874
THE INSURED: ICT Reverse Asset Management Ltd
WITH EFFECT FROM: 29 Sep 2019

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We shall not be deemed to provide any cover nor shall **we** be liable to pay any **claim** or **loss** or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY