



XL Insurance

Angel Risk Management

Policy Renewal

Prepared for: Sandgate RTM Company Ltd



Policy Schedule

Policy Number	DQ0436573
Organisation	Sandgate RTM Company Ltd and its Subsidiaries
Address	93 - 109 (Odds) Sandgate Swindon, SN3 4HJ, United Kingdom
Business Description	Residential Management Company (not for profit)
No. of Flats / Properties	9
Period of Insurance	From: 01 October 2021 To: 01 October 2022 both days at 00:01 a.m.
Insurer	XL Catlin Insurance Company UK Limited
Territory	Worldwide excluding USA and Canada
Wording	Angel Directors and Officers &/or Trustees Liability Insurance ADOTL 06/18.3

Trustee Liability	2.1 Limit of Liability	£50,000 any one Claim (including defence costs and expenses)
	Defence and Investigation Costs Sub Limits	
	2.1(d) Identity Theft Defence Costs	£25,000 any one Claim and in the aggregate
	3.23(b) Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(c) Investigation Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(d) Criminal Prosecution Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(e) Extradition Proceedings Defence Costs	£12,500 any one Claim and in the aggregate
	3.23(f) Asset and Liberty Proceedings Defence Costs	£12,500 any one Claim and in the aggregate
	3.23(g) Pollution Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(h) Asbestos Defence Costs	£12,500 any one Claim and in the aggregate
	3.23(i) Public Relations Expenses	£12,500 any one Claim and in the aggregate

cont.



	2.4	Section Extensions	
	(a)	Additional Limit	£25,000 any one Claim and in the aggregate
	(b)	Automatic Acquisition Cover	50% of Total Assets
	(e)	Discovery Period	50% (12 months) / 100% (24 months)
	(f)	Emergency Costs	£12,500 any one Claim and in the aggregate
	(h)	Personal Appointments	£12,500 any one Claim and in the aggregate
	(i)	Regulatory Crisis Costs	£12,500 any one Claim and in the aggregate
	(j)	Retirement Run-Off	£50,000 any one Claim and in the aggregate
		Deductible	Nil
		Covered Jurisdiction	Worldwide excluding USA and Canada

Organisational Legal Liability / Professional Liability	6.1(a)	Limit of Liability	£50,000 any one Claim (including defence costs and expenses)
	6.1(b)	Limit of Liability (Professional Liability)	£50,000 any one Claim (including defence costs and expenses)
		Defence and Investigation Costs Sub Limits	
	6.1(c)	Identity Theft Defence Costs	£25,000 any one Claim and in the aggregate
	3.23(b)	Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(d)	Criminal Prosecution Defence Costs	£50,000 any one Claim and in the aggregate
	3.23(g)	Pollution Defence Costs	£12,500 any one Claim and in the aggregate
	3.23(h)	Asbestos Defence Costs	£12,500 any one Claim and in the aggregate
	3.23(i)	Public Relations Expenses	£12,500 any one Claim and in the aggregate
	6.4	Section Extensions	
	(a)	Automatic Acquisition Cover	50% of Total Assets
	(d)	Data Protection	£12,500 any one Claim and in the aggregate
	(e)	Defence Costs for Breach of Contracts	£50,000 any one Claim and in the aggregate
	(f)	Emergency Costs	£12,500 any one Claim and in the aggregate
	(g)	Fidelity	£50,000 any one Claim and in the aggregate
	(h)	Loss of Documents or Data	£10,000 any one Claim and in the aggregate
	(i)	Pension and Employee Benefits	£5,000 any one Claim and in the aggregate
		Deductible	£500
		Covered Jurisdiction	Worldwide excluding USA and Canada

Employment Practices Liability	7.1	Limit of Liability	Not Purchased
		Deductible	
		Covered Jurisdiction	



Premium	£70.00
Insurance Premium Tax at 12%	£8.40
Total Premium	£78.40

Endorsements	Multinational Coverage Endorsement DOTL 035 MNC/DO
Subjectivities	N/A

Underwriting Basis	Statements of Fact	☒	Proposal Form	☐
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Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date: 30 September 2021



Legal Helpline

Available Monday to Friday from 9 a.m. to 5 p.m. for general English legal advice on corporate or commercial problems potentially giving rise to a liability under this policy.

Telephone DAC Beachcroft LLP on 0117 918 2755

Advice on the Helpline is at no charge for the first 30 minutes only and is not otherwise recoverable from insurers. Advice given will not include whether or not there might be a notifiable circumstance or claim under the policy, any issues concerning the validity of the policy, or any policy coverage issues. Calls to the Helpline do not and cannot compromise any form of notification to insurers such as may be required under this policy.

Notification of Claims and Circumstances to

Angel Risk Management Limited
3rd Floor
1 Legg Street
Chelmsford
Essex, CM1 1JS
Telephone: 01245 343630
Fax: 020 7785 8055
Email: claims@angelriskmanagement.com
Web: www.angelriskmanagement.com

Complaints

XL Catlin Insurance Company UK Limited is dedicated to providing a high quality service and wants to ensure that it maintains this at all times. If you feel that AXA XL has not offered a first class service or if you have any questions or concerns about the policy or the handling of a Claim you should, in the first instance, contact your broker through whom this insurance was placed.

If you are unable to resolve the situation and wish to make a complaint, you can do so at any time by referring the matter to:

Compliance Officer
XL Catlin Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

Tel No: 020 7743 8487
E-mail: axaxlukcomplaints@axaxl.com

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel No: 0845 080 1800
E-mail: complaint.info@financial-ombudsman.org.uk

Further details will be provided on request and at the appropriate stage of the complaints process.



About AXA XL

About AXA XL's Insurance Operations

AXA XL insurance companies offer property, casualty, professional, financial lines and specialty insurance products globally. Businesses that are moving the world forward choose AXA XL as their partner. To learn more, visit <http://axaxl.com>

About AXA XL

AXA XL is the global brand used by AXA SA (EURONEXT:AXA). The companies of XL Insurance, XL Reinsurance and XL Risk Consulting provide property, casualty professional and specialty products to industrial, commercial and professional firms, insurance companies and other enterprises throughout the world.

AXA XL, the P&C and specialty risk division of AXA SA ("AXA"), announced in December 2018 that the Financial Strength Rating ("FSR") and Long-term Issuer Credit Rating ("Long-Term ICR") of its core insurance and reinsurance companies have been upgraded by A.M. Best and Standard & Poor's ("S&P").

A.M. Best has upgraded the FSR to A+ (Superior) from A (Excellent) and the Long-Term ICR to "aa-" from "a+" of the Property/Casualty subsidiaries of XL Group Ltd ("XL") as well as those of AXA Insurance Company with a stable outlook.

S&P recently raised the FSR and Long-Term ICR ratings on AXA XL's core insurance and reinsurance companies to AA- from A+ and on the highly strategic subsidiaries to A+ from A, with a Stable outlook for all entities.

Both rating agencies pointed out that their rating actions reflect AXA XL's stronger balance sheet as a part of the AXA group and strategic alignment with AXA in enhancing the group's leading market position in the commercial global P&C insurance sector.

A.M. Best and S&P's actions follow those of Fitch and Moody's which both upgraded the ratings of XL subsidiaries by one notch with a Stable outlook after the completion of the acquisition of XL by AXA on September 12 2018.

We're strong. So we can respond when clients need us the most. Consistent equity capitalization, steady growth in gross premium written (GPW) and disciplined underwriting contribute to a solid financial foundation. We have a robust balance sheet and conservative financial profile.

With a significant presence in all of the world's major re/insurance markets, we understand global demands and local needs. We bring an incredible blend of people, products, services and technology to help businesses move forward.

Clients look to AXA XL for answers to their most complex risks and to help move their world forward. To learn more, visit <http://axaxl.com>



Endorsement

Directors and Officers &/or Trustees Liability Insurance

This **Endorsement**, effective 00:01 a.m. 01 October 2021 attaches to and forms part of Policy Number: DQ0436573

In the name of: Sandgate RTM Company Ltd

Multinational Coverage Endorsement

DOTL 035 MNC

In consideration of the premium charged and subject to the terms, conditions, limitations and exceptions of this policy, **We** shall provide coverage under this policy on the following alternative bases:

A. Licensed Coverage

We shall provide licensed coverage in jurisdictions where **We** are licensed and/or admitted to do so; or:

B. Unlicensed Coverage

We shall provide coverage on an unlicensed or non-admitted basis in jurisdictions where it is not prohibited by any applicable law or regulation in that jurisdiction; or:

C. Financial Interest Coverage

We shall provide coverage to **You** for **Your** financial interest in any entity which would otherwise be covered under this policy which is located in a jurisdiction where:

- (i) applicable law or regulation do not, to the best of **Our** good faith knowledge, allow **Us** to provide coverage; or
- (ii) **You** have elected that the policy will not cover such entity directly but will cover **Your** own financial interest in such entity.

Any entity falling within sub-paragraphs C.(i) or (ii) above is referred to as an “Uncovered Entity”.

Where Financial Interest Coverage is triggered, the policy will not provide any coverage for the Uncovered Entity, and **We** and **You** further agree that:

- (iii) **You** have a financial interest in the Uncovered Entity because **You** benefit financially from the continued operation of the Uncovered Entity and/or would be prejudiced by loss to, or damage to, or liability incurred by the Uncovered Entity in the operation of its business; and
- (iv) **We** will pay on **Your** behalf any **Loss** to **Your** financial interest, by way of agreed valuation calculated as the amount which would have been payable to the Uncovered Entity if a policy with the same terms and conditions as this policy had been issued to such Uncovered Entity, save that no payment shall be provided in respect of any insuring clause which would have covered any individual person.



- (v) where **You** are not, directly or indirectly, the 100% owner of the Uncovered Entity, **You** will act on **Your** own behalf and on behalf of all other parties with a financial interest in the Uncovered Entity ("Other Interests") in purchasing insurance for 100% of the financial interests in the Uncovered Entity provided that the Other Interests have duly authorised **You** to so act and **We** are permitted to provide insurance to the Other Interests. In the event of a **Loss** it is agreed that **We** shall fully discharge **Our** obligations under this clause by paying, subject to the terms, conditions, limitations and exceptions of this policy, 100% of the **Loss** of the Other Interests to **You**.

Where **We** have paid on **Your** behalf, or on behalf of a **Director**, **Loss** to **Your** financial interest under this policy, **We** shall be subrogated to all of **Your** rights and remedies. If requested by **Us**, **You** shall:

- (vi) report fully and fairly on any causes of action which the Uncovered Entity may have against any third party arising out of the facts and circumstances which gave rise to the **Loss**; and
- (vii) procure that the Uncovered Entity assigns to **You** the benefit of any cause of action it may have against any such third party (including any insurer issuing a policy to the Uncovered Entity) and that the Uncovered Entity shall cooperate with **Us** in pursuing such cause of action.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date: 30 September 2021



STATEMENTS OF FACT for risk number DQ0436573

Dated: 01 October 2021

Applicant: Sandgate RTM Company Ltd

IMPORTANT INFORMATION FOR YOU

In making this offer of insurance **We** have relied upon the information provided by or on **Your** behalf which is set out in the Statement of Facts below. Please therefore ensure that **You** have made proper enquiries, checked the Statement of Facts carefully and inform **Us** immediately if it contains any errors or if any of the information required by **Us** prior to inception of the policy has changed.

If it later transpires that:

(a) any of the information contained in the Statement of Facts was known or ought reasonably to have been known to be incorrect or has been misrepresented; or

(b) any information which **We** required was not disclosed

then **We** reserve the right to modify the policy terms and conditions, charge an extra premium or to declare the policy void from the beginning.

Words specially defined in bold type are defined in the policy wording and have the same meaning wherever they appear.

YOU CAN CONFIRM THAT

You are domiciled in the United Kingdom; and

All properties are located in the United Kingdom; and

You operate strictly on a not for profit basis and for the benefit of **Your** members; and

You are NOT a professional Property Management Company; and

Other than a renewal of the policy **You** are not presently insured with AXA or XL Catlin Insurance Company UK Limited; and

You have procedures in place to control all incoming and outgoing money and carry out checks at regular intervals to ensure all cheques and other outgoing funds have been properly drawn and correctly accounted for; and

If **You** use a managing agent to hold **Your** service charge fees and other funds **You** have obtained a copy of the current Client Money Protection Scheme certificate from **Your** managing agent.



WITH REGARD TO **YOUR** PREVIOUS EXPERIENCE **YOU** CAN CONFIRM

You, or **Your** Trustees, Directors, Officers, Committee Members or Managers, are not aware of any claim(s) that have been made in the past, or any circumstance(s) that could give rise to a claim being made in the future, against any of **Your** Trustees, Directors, Officers, Committee Members or Managers acting in their capacity as a Trustee, Director, Officer, Committee Member or Manager of **You** or any other company or organisation, involving the following:

- **Your** employees or volunteers (including but not limited to Employment Tribunals)
- **Your** customers
- **Your** former or current trustees, directors, officers, committee members, managers or shareholders
- Government authorities e.g. Charities Commission, HM Revenue & Customs, Department of Business, Enterprise and Regulatory Reform, Environment Agency
- accountants, liquidators or receivers

or any other person or entity not mentioned above.

This is regardless of whether or not the claim(s) or circumstance(s) has been notified to a current or previous Insurer

YOU CAN CONFIRM THAT

DATA PROTECTION

You give **Us** or **Our** representatives consent to use the information **We** may hold about **You** for the purpose of providing insurance and handling claims and to process sensitive personal data about **You** where this is necessary in compliance with the Data Protection Act 2018 (DPA 2018). This may necessitate providing such information to third parties.