



XL Insurance

Angel Risk Management

Policy Renewal

Prepared for: Hamilton Commercial & Domestic Cleaning Ltd T/as HCD
Cleaning



Policy Schedule

Policy Number	DQ0534625
Applicant/Proposer	Hamilton Commercial & Domestic Cleaning Ltd T/as HCD Cleaning and its Subsidiaries
Address	Bestwood Hall Bestwood Drive Clay Cross Chesterfield S45 9GA United Kingdom
Business Description	Cleaning Services
Turnover for the last complete financial year between	£250,001 and £1,000,000
Period of Insurance	From: 13 April 2023 To: 13 April 2024 both days at 00:01 a.m.
Insurer	AXA XL Insurance Company UK Limited
Territory	Worldwide excluding USA and Canada
Wording	Angel Directors & Officers &/or Trustees Liability Insurance ADOTL 06/18.3

Directors & Officers	2.1 Limit of Liability	£100,000 any one Claim (including defence costs and expenses)
	Defence and Investigation Costs Sub Limits	
	2.1(d) Identity Theft Defence Costs	£10,000 any one Claim and in the aggregate
	3.23(b) Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(c) Investigation Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(d) Criminal Prosecution Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(e) Extradition Proceedings Defence Costs	£25,000 any one Claim and in the aggregate
	3.23(f) Asset and Liberty Proceedings Defence Costs	£10,000 any one Claim and in the aggregate
	3.23(g) Pollution Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(h) Asbestos Defence Costs	£25,000 any one Claim and in the aggregate
3.23(i) Public Relations Expenses	£5,000 any one Claim and in the aggregate	

cont.



	2.4	Section Extensions	
	(a)	Additional Limit	£50,000 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	£5,000 any one Claim and in the aggregate
	(h)	Personal Appointments	£25,000 any one Claim and in the aggregate
	(i)	Regulatory Crisis Costs	£25,000 any one Claim and in the aggregate
	(j)	Retirement Run-Off	£100,000 any one Claim and in the aggregate
		Deductible	Nil
		Covered Jurisdiction	Worldwide excluding USA and Canada

Corporate Legal Liability	6.1(a)	Limit of Liability	Not Purchased
		Defence and Investigation Costs Sub Limits	
	6.1(c)	Identity Theft Defence Costs	
	3.23(b)	Defence Costs	
	3.23(d)	Criminal Prosecution Defence Costs	
	3.23(g)	Pollution Defence Costs	
	3.23(h)	Asbestos Defence Costs	
	3.23(i)	Public Relations Expenses	
		6.4 Section Extensions	
	(a)	Automatic Acquisition Cover	
	(d)	Data Protection	
	(e)	Defence Costs for Breach of Contracts	
	(f)	Emergency Costs	
	(g)	Fidelity	
	(h)	Loss of Documents or Data	
	(i)	Pension and Employee Benefits	
		Deductible	
		Covered Jurisdiction	

Employment Practices	7.1	Limit of Liability	Not Purchased
		Deductible	
		Covered Jurisdiction	



Premium	£112.00
Insurance Premium Tax at 12%	£13.44
Total Premium	£125.44

Endorsements	Coronavirus Absolute Exclusion DOTL 034 CAE/DO Multinational Coverage Endorsement DOTL 035 MNC/DO
Subjectivities	N/A

Underwriting Basis	Statements of Fact <input checked="" type="checkbox"/>	Proposal Form <input type="checkbox"/>
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Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 13 April 2023



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 **Us**. 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 **Us** such as may be required under this policy.

Notification of Claims and Circumstances to

Angel Risk Management Limited
Ground Floor
Marlborough House
Victoria Road South
Chelmsford
Essex, CM1 1LN
Telephone: 01245 343630
Email: claims@angelriskmanagement.com
Web: www.angelriskmanagement.com

Complaints

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain 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:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG

Telephone Number: +44 (0)20 7743 8487
E-mail: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

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

Exchange Tower
London
E14 9SR

Telephone Number: 0800 0234 567
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. 13 April 2023 attaches to and forms part of Policy Number: DQ0534625

In the name of: Hamilton Commercial & Domestic Cleaning Ltd T/as HCD Cleaning

Coronavirus Absolute Exclusion

DOTL 034 CAE

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of: or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome corona virus 2 (SARS-CoV-2), or any mutation or variation thereof.

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

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 13 April 2023



Endorsement

Directors and Officers &/or Trustees Liability Insurance

This **Endorsement**, effective 00:01 a.m. 13 April 2023 attaches to and forms part of Policy Number: DQ0534625

In the name of: Hamilton Commercial & Domestic Cleaning Ltd T/as HCD Cleaning

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 AXA XL Insurance Company UK Limited

Date: 13 April 2023



STATEMENTS OF FACT for risk number DQ0534625

Dated: 13 April 2023

Applicant: Hamilton Commercial & Domestic Cleaning Ltd T/as HCD Cleaning

IMPORTANT INFORMATION FOR YOU

In making this offer of insurance **We** have relied upon the information provided by **You** or on **Your** behalf and 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 let the **Us** know immediately if it contains any errors or if any of the information **We** required prior to inception of the Policy has changed.

If it later transpires that:

(a) any 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 and registered in the United Kingdom; and

Your shares (if any) are privately held (i.e. they are not publicly traded on any stock exchange) and are expected to remain so for the next 18 months; and

50% or more of all turnover for the last completed year was derived from clients based in the United Kingdom and member states of the European Union; and

50% or more of all turnover for the current year is expected to be from clients based in the United Kingdom and member states of the European Union; and

You have NOT acquired any companies or concerns since its last financial year end which have increased its total assets by 50% or more; and

You have NO mergers or acquisitions planned; and

None of **Your** activities / turnover involve:

- one or more of the countries on the **AXA XL Sanctions Watchlist** <https://axaxl.com/-/media/axaxl/files/pdfs/sanctions-watchlist--external-for-third-parties.pdf>; and / or
- arms or military equipment; and

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

YOU CAN CONFIRM IN RESPECT OF YOUR FINANCIAL STATEMENTS

Your latest financial statements are audited or if not required to be audited, are prepared by a qualified accountant and are less than 18 months old; and

Your latest financial statements do NOT contain any qualification or mention any concerns about the business; and



You have or are reasonably certain **You** will have sufficient working capital to enable them to remain in operation as a going concern for 12 months from the beginning of the **Period of Insurance**; and

You have NOT raised any funds over £5,000,000 from external parties in the past 18 months and have no plans to do so in the future.

YOU CAN CONFIRM IN RESPECT OF YOUR BUSINESS

No business(es) or other activities under **Your** past, present or planned future management or ownership involve any activities in:

- Commercial Airlines
 - Pharmaceuticals
 - Banking or Fund Management
 - Private Equity or Venture Capital
 - Building and or Friendly Societies
 - National or Local Government
 - Financial Fund Management
 - Stock Broking
 - Lloyd's Insurance Broking
 - Sports Agency(ies)
 - Insurance or Reinsurance*
 - Telecommunications
 - Pension Schemes - Final Salary
 - Tobacco
- *rather than merely an intermediary or service provider.

WITH REGARD TO YOUR PREVIOUS EXPERIENCE YOU CAN CONFIRM THAT

Your Directors, Officers 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 **You**, or **Your** Directors, Officers or Managers involving the following:

- **Your** employees (including but not limited to Employment Tribunals); or
- **Your** customers; or
- **Your** shareholders; or
- **Your** former or current Directors or Shareholders; or
- Government authorities; e.g. HM Revenue & Customs, Department of Business, Enterprise and Regulatory Reform (formerly the Department of Trade and Industry); or
- 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 **Your** 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.

