



XL Insurance

Policy Renewal

Prepared for: Heronbridge Close RTM Company Ltd



1. SCHEDULE

The **Organisation** has submitted to the **Insurer** on behalf of itself and the **Insured** the **Proposal** and declarations which it is agreed shall be the basis of, and be incorporated into, this policy and in consideration of the **Premium** paid or to be paid by the **Organisation**, the **Insurer**, the **Insured** and the **Organisation** agree as follows subject to the terms, conditions, exclusions, exceptions and limitations of this policy.

Policy Number	DQ0285809																	
1) Organisation	Heronbridge Close RTM Company Ltd																	
Address	1-24 Heronbridge Close Westlea Swindon, SN5 7DR, United Kingdom and its Subsidiaries																	
Business Description	Residential Management Company (not for profit)																	
No. of Flats / Properties	24																	
2) Period of Insurance	From: 01 February 2019 To: 01 February 2020 both days at 00:01 a.m.																	
Insurer	XL Catlin Insurance Company UK Limited																	
3) Limit of Indemnity	<table><tr><td>£100,000</td><td>in the aggregate, within and as part of which there shall be sub-limits as follows:</td></tr><tr><td>(a) £100,000</td><td>in the aggregate in respect of Investigation Costs and Expenses (Clause 2.2(c))</td></tr><tr><td>(b) £100,000</td><td>in the aggregate in respect of Criminal Defence Costs and Expenses (Clause 2.2(d))</td></tr><tr><td>(c) £100,000</td><td>in the aggregate in respect of Pollution and Contamination Defence Costs and Expenses (Clause 2.2(e))</td></tr><tr><td>(d) £100,000</td><td>in the aggregate in respect of Retirement Run-off cover (Clause 6.4)</td></tr><tr><td>(e) £50,000</td><td>in the aggregate in respect of Fidelity (Clause 6.9)</td></tr><tr><td>(f) £10,000</td><td>in the aggregate in respect of Loss of Documents (Clause 6.10)</td></tr><tr><td>(g) £25,000</td><td>any one Insured limited to £100,000 aggregate in respect of Identity Theft (Clause 6.7)</td></tr></table>		£100,000	in the aggregate, within and as part of which there shall be sub-limits as follows:	(a) £100,000	in the aggregate in respect of Investigation Costs and Expenses (Clause 2.2(c))	(b) £100,000	in the aggregate in respect of Criminal Defence Costs and Expenses (Clause 2.2(d))	(c) £100,000	in the aggregate in respect of Pollution and Contamination Defence Costs and Expenses (Clause 2.2(e))	(d) £100,000	in the aggregate in respect of Retirement Run-off cover (Clause 6.4)	(e) £50,000	in the aggregate in respect of Fidelity (Clause 6.9)	(f) £10,000	in the aggregate in respect of Loss of Documents (Clause 6.10)	(g) £25,000	any one Insured limited to £100,000 aggregate in respect of Identity Theft (Clause 6.7)
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4) Deductible	<table><tr><td>Nil</td><td></td></tr><tr><td>£500</td><td>each Claim in respect of Fidelity (Clause 6.9)</td></tr><tr><td>£500</td><td>each Claim in respect of Loss of Documents (Clause 6.10)</td></tr><tr><td>£500</td><td>each Claim made against the Organisation</td></tr></table>		Nil		£500	each Claim in respect of Fidelity (Clause 6.9)	£500	each Claim in respect of Loss of Documents (Clause 6.10)	£500	each Claim made against the Organisation								
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5) Premium (including IPT)	£112.00																	

cont.



6) Territorial Limits	Worldwide (excl. USA & Canada)		
7) Underwriting Basis	Statements of Fact	<input checked="" type="checkbox"/>	Proposal Form <input type="checkbox"/>
Policy Wording	Angel Underwriting Trustee Indemnity Liability Policy Wording 02/08 (Amended June 2018)		
8) Endorsements	Organisational (Entity) and Professional Indemnity Extension CAU312 UKTI EPI3/DO Sanctions Exclusion Clause CAU539 GL SEC/DO		
Subjectivities	N/A		

Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date: 20 December 2018

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.



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: xlcatlinukcomplaints@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 Liability Insurance

This endorsement, effective 00:01 a.m. 01 February 2019 attaches to and forms part of Policy Number: DQ0285809

In the name of: Heronbridge Close RTM Company Ltd

This Extension is subject to the Definitions, Exclusions and Conditions of this **Policy**.

Organisational (Entity) and Professional Indemnity Extension

CAU312 UKTI EPI3

It is hereby understood and agreed that the policy is amended to include the following.

Section 2 **INSURING CLAUSES** is deleted and replaced as follows

2.1 The **Insurer** will pay on behalf of:

- (a) the **Insured** all **Loss** that the **Insured** is legally liable to pay;
- (b) the **Organisation** any such **Loss** that the **Organisation** is legally required or permitted to pay the **Insured** as advancement or indemnity under any applicable company law or agreement;

for a **Claim** against the **Insured** for a **Wrongful Act** or an **Employment Practices Wrongful Act** or a **Professional Indemnity Wrongful Act** provided that the **Claim** is first made against the **Insured** during the **Period of Insurance** or **Discovery Period** if applicable.

Section 3 **DEFINITIONS** is amended as follows:

3.8 Is deleted and replaced as follows:

"Insured" means:

- (a) any natural person who is a past, present or future trustee, committee member, director or officer of the **Organisation**, or holds any equivalent position in any jurisdiction;
- (b) any past, present or future **Employee of the Organisation**:
 - (i) acting at the specific prior written request of the **Organisation** in the capacity of **Outside Trustee, Director or Committee Member**; or
 - (ii) acting in any managerial or supervisory capacity; or
 - (iii) named as co-defendant with any director or officer.
 - (iv) named as a defendant or co defendant in respect of an **Employment Practices Wrongful Act** or a **Professional Indemnity Wrongful Act**.
- (c) any trustee's, committee member's, director or officer's lawful spouse or civil partner (as defined in the Civil Partnership Act 2004) where in receipt of a **Claim** because of the **Wrongful Act** of the director or officer.
- (d) the director or officer's estate, heirs, legal representatives or assigns.
- (e) the **Organisation** and its predecessors

Insured does not include any person, firm or company acting in their capacity as, liquidator, external auditor, receiver or administrative receiver.

For the avoidance of doubt, all references to trustees, committee members, directors or officers apply equally to non-executive and executive positions.



3.21 “**Wrongful Act**” is deleted and replaced as follows:

- (i) any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by an **Insured** acting in his or her capacity as a governor, trustee, committee member, director, officer or **Employee** of the **Organisation** or any allegation made against the **Insured** by reason of his or her capacity as a governor, trustee, committee member, director, officer or **Employee** of the **Organisation**; or
- (ii) any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by the **Organisation**

3.22 “**Professional Indemnity Wrongful Act**” means

Loss that the **Insured** is legally liable (directly or vicariously) to pay for **Claims** arising out of professional advice given or services performed on behalf of the **Insured** by reason of:

- (a) a **Wrongful Act** committed by the **Insured** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**;
- (b) any dishonest or fraudulent act or omission on the part of any **Employee**;
- (c) libel or slander committed unintentionally by the **Insured** or by any **Employee**;
- (d) any unintentional breach of confidentiality committed by the **Insured** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**.

Section 6 **EXTENSIONS** is amended to include:

6.11 Additional Limit for Unindemnifiable Loss

In the event the total limit of indemnity becomes exhausted, **Insurers** shall pay on behalf of the **Insured** an additional limit of indemnity for **Loss** resulting from any **Claim** provided that:

- (a) the **Claim** is brought against one or more of the **Insured(s)** defined in section 3.8 (a), (b), (c) or (d) of the policy;
- (b) the **Claim** is payable under section 2.1 (a) of the policy;
- (c) the amount payable is in excess of all other applicable insurance, whether or not it actually responds;
- (d) the maximum aggregate limit of indemnity in respect of this extension shall not exceed £250,000 each **Insured** subject to an total aggregate limit of indemnity of 50% of the limit of indemnity shown in part 3 of the **Schedule**.

6.12 Defence Costs and Expenses for Breach of Contract

The **Insurer** shall pay on behalf of the **Insured**, **Defence Costs and Expenses** resulting from any **Claim** arising from alleged breach by the **Organisation** of a written contract or agreement, other than any **Employment** contract, up to an aggregate sub limit of £50,000 which shall be part of the aggregate limit of indemnity stated in part 3 of the **Schedule** and in excess of:

- (a) any other potentially applicable cover, whether or not it actually responds; and
- (b) a deductible which shall be double the deductible figure specified in part 4 of the **Schedule** as amended by this endorsement.



Exclusion 7.8 Professional Indemnity is deleted and of no further effect

Section 7 **EXCLUSIONS** is amended to include:

The following additional exclusions apply in respect of **Claims** against the **Organisation** and **Professional Indemnity Wrongful Acts** only;

The **Insurer** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with:

7.15 Breach of Contract or Agreement

Any actual or alleged breach of contract or agreement, either oral or written, except to the extent as provided by extension 6.12 **Defence Costs and Expenses for Breach of Contract** above.

7.16 Breach of Copyright

Any actual or alleged plagiarism or breach of copyright or trademark, patents, database rights, registered design or design rights except to the extent as provided by extension 6.12 **Defence Costs and Expenses for Breach of Contract** above

7.17 Price Fixing

Any breach of regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

7.18 Asbestos

The manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos

7.19 Trading Loss

Any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by or on behalf of the **Insured**. Trading loss and trading liabilities shall include, but not be limited to, accounting error, non payment of loans, loss of interest and loss of profit.

7.20 Fraud and Dishonesty

Any **Claim** or circumstance arising from the dishonest or fraudulent act or omission of any former or present trustee, committee member, director, officer, consultant or sub-contractor of the **Insured**:

- (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission, or
- (b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives, or
- (c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons, or
- (d) in the amount equivalent to,
 - (i) any monies owed by the **Insured** to any person committing, condoning or contributing to the dishonest or fraudulent act or omission, and
 - (ii) any monies held by the **Insured** and belonging to such person,
 - (iii) any monies recovered in accordance with (a), (b), (c), (d) below

except as provided by extension 6.9 **Fidelity**



Where a **Claim** or circumstance against the **Insured** involves the dishonest or fraudulent act or omission of any **Employee** of the **Insured**:

- (a) the **Insured** shall at the request and expense of the **Insurer** take all reasonable steps to obtain reimbursement from such person;
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall not be repaid;
- (c) nothing in this policy shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- (d) no payment shall be made by the **Insurer** under this policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives.

The following additional exclusion applies in respect of Definition 3.8 (e) only;

7.21 Employment Practices

an **Employment Practices Wrongful Act**.

It is further understood and agreed that item 4) of the **Schedule** is amended to read as follows:

- 4) Deductible: Nil in respect of all **Claims**, but;
 - £500 shall apply to each **Claim** made against the **Organisation** and **Professional Indemnity Wrongful Act** and;
 - £500 in respect of **Fidelity** (clause 6.9)
 - £500 in respect of **Loss of Documents** (clause 6.10)

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

Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date: 20 December 2018



Endorsement

Sanctions Exclusion Clause

This endorsement, effective 00:01 a.m. 01 February 2019 attaches to and forms part of Policy Number: DQ0285809

In the name of: Heronbridge Close RTM Company Ltd

Sanctions Exclusion Clause

CAU539 GL SEC

It is hereby understood and agreed that the following exclusion is applicable to all sections of the policy.

The **Insurer** shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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

Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date: 20 December 2018



STATEMENTS OF FACT for risk number DQ0285809

Dated: 01 February 2019

Applicant: Heronbridge Close RTM Company Ltd

IMPORTANT INFORMATION FOR THE APPLICANT

In making this offer of insurance the **Insurer** has relied upon the information provided by or on behalf of the Applicant and which is set out in the Statement of Facts below. Please therefore ensure that you make proper enquiries, check the Statement of Facts carefully and let the **Insurer** know immediately if it contains any errors or if any of the information required by the **Insurer** 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 was required by the **Insurer** was not disclosed

then the **Insurer** reserves 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.

THE APPLICANT CAN CONFIRM THAT

It is domiciled in the United Kingdom; and

All properties are located in the United Kingdom; and

It operates strictly on a not for profit basis and for the benefit of its members; and

It is NOT a professional Property Management Company; and

Other than a renewal of the policy it is not presently insured with Catlin Insurance Company (UK) Ltd; and

It has procedures in place to control all incoming and outgoing money and carries out checks at regular intervals to ensure all cheques and other outgoing funds have been properly drawn and correctly accounted for.



WITH REGARD TO THE APPLICANT'S PREVIOUS EXPERIENCE THE APPLICANT CAN CONFIRM

The Applicant, or its 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 its Trustees, Directors, Officers, Committee Members or Managers acting in their capacity as a Trustee, Director, Officer, Committee Member or Manager of the Applicant or any other company or organisation, involving the following:

- its employees or volunteers (including but not limited to Employment Tribunals)
- its customers
- its 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

THE APPLICANT CAN CONFIRM THAT:

DATA PROTECTION

It consents to the **Insurer** or its representatives using the information the **Insurer** may hold about the Applicant for the purpose of providing insurance and handling claims and to process sensitive personal data about the Applicant where this is necessary in compliance with the Data Protection Act 1998. This may necessitate providing such information to third parties.