



Policy

Prepared for: BHR Commercial Construction Ltd



Policy Schedule

Policy Number	PQ0551469	
Insured	BHR Commercial Construction Ltd	
Insured's Address	28-30 Union Street Maidstone ME14 1ED	
Insured's Business	Shop Fitter (D&C)	
Turnover	£23,000	
Design Split	% of total turnover where You carry out construction / installation and are responsible for the design* and the design* is undertaken by Your own partners, directors or employees	0%
	% of total turnover where You carry out the construction / installation and the design* is undertaken by third parties appointed by or on behalf of You . i.e. You are responsible for the design*.	0%
	% of total turnover where You carry out the construction / installation but have no responsibility for any aspect of the design* i.e. all work is to designs* provided by Your clients or the general contractor without input from You .	100%
	* Design means any design or specification, feasibility study, technical information, calculation or survey carried out in relation to a contract.	
Period of Insurance	From: 08 June 2023 To: 08 June 2024 both days at 00:01 a.m.	
Insurer	AXA XL Insurance Company UK Limited	
Professional Liability	Wording	Contractors Design and Professional Services Professional Liability Insurance D&C 06/17
	Limit of Liability	£1,000,000 each and every Claim and in the aggregate (including defence costs and expenses)
	Sub Limits	
	3.4 CDM	£250,000 aggregate
	3.5 Criminal Prosecution	£250,000 aggregate
	3.6 Data Protection Act 1998	£250,000 aggregate
	3.7 Data Protection Act 2018	£50,000 aggregate
	6.1 Asbestos	£250,000 aggregate
6.34 Toxic Mould	£250,000 aggregate	

cont.



	Deductible	£5,000
	Deductible Exceptions	
	3.4 CDM	£1,000 each and every Claim Applicable to defence costs and expenses
	3.5 Criminal Prosecution	£1,000 each and every Claim Applicable to defence costs and expenses
	3.6 Data Protection Act 1998	£1,000 each and every Claim Applicable to defence costs and expenses
	3.7 Data Protection Act 2018	£1,000 each and every Claim Applicable to defence costs and expenses
	6.1 Asbestos	£1,000 each and every Claim Applicable to defence costs and expenses
	6.34 Toxic Mould	£1,000 each and every Claim Applicable to defence costs and expenses
Professional Liability	Covered Jurisdiction	United Kingdom
	Territorial Limits	Worldwide excluding USA and Canada
	Retroactive Date	08 June 2023
Cyber Liability	Wording	Not Purchased
	Limit of Liability	
	Excess	
	BI Excess	
	Covered Jurisdiction	
	Territorial Limits	
	Retroactive Date	
Directors & Officers	Wording	Not Purchased
	2.1 Limit of Liability	
	Defence and Investigation Costs Sub Limits	
	2.1(d) Identity Theft Defence Costs	
	3.23(b) Defence Costs	
	3.23(c) Investigation Defence Costs	
	3.23(d) Criminal Prosecution Defence Costs	
	3.23(e) Extradition Proceedings Defence Costs	
	3.23(f) Asset and Liberty Proceedings Defence Costs	
	3.23(g) Pollution Defence Costs	
	3.23(h) Asbestos Defence Costs	
	3.23(i) Public Relations Expenses	

cont.



	2.4 Section Extensions	
	(a) Additional Limit	
	(b) Automatic Acquisition Cover	
	(e) Discovery Period	
	(f) Emergency Costs	
	(h) Personal Appointments	
	(i) Regulatory Crisis Costs	
	(j) Retirement Run-Off	
	Deductible	
	Covered Jurisdiction	
Territory		
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		
Territory		
Employment Practices Liability	7.1 Limit of Liability	Not Purchased
	Deductible	
	Covered Jurisdiction	
	Territory	

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Premium	£1,000.00
Insurance Premium Tax at 12%	£120.00
Total Premium	£1,120.00

Date of Proposal	Date of Proposal or Statements of Fact attached
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Endorsements	Multinational Coverage Endorsement PIDC PI 015 MNC/PI Professional Liability Cyber And Data Protection Law Endorsement PIDC PI 016 CD/PI
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Subjectivities	N/A
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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: 09 June 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

Contractors Design and Professional Services Professional Liability Insurance

This **Endorsement**, effective 00:01 a.m. 08 June 2023 attaches to and forms part of Policy Number: PQ0551469

In the name of: BHR Commercial Construction Ltd

Multinational Coverage Endorsement

PIDC PI 015 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** shall reimburse **You** in respect of 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 reimbursement 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 loss to **Your** financial interest is reimbursed 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: 09 June 2023



Endorsement

Contractors Design and Professional Services Professional Liability Insurance

This **Endorsement**, effective 00:01 a.m. 08 June 2023 attaches to and forms part of Policy Number: PQ0551469

In the name of: BHR Commercial Construction Ltd

Professional Liability Cyber And Data Protection Law Endorsement PIDC PI 016 CD

- 1) This endorsement takes priority over any other provision in this policy.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this policy specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this policy shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This policy excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
 - a) a **Cyber Act**; or
 - b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf in either case; or
 - c) the receipt or transmission of malware, malicious code or similar by **You** or any other party acting on **Your** behalf.
- 4) This policy excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
 - a) to **You** or any other party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **You**;
 - b) by any utility provider, but only where such failure of interruption of service impacts a **Computer System** owned or controlled by **You** or any other party acting on **Your** behalf.
- 5) This policy excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by **You** or any other party acting on **Your** behalf in this policy shall not apply to **Data**.



For the purposes of this endorsement the following definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Protection Law means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Signed:

A handwritten signature in black ink, appearing to read 'S. M. M.', written over a horizontal line.

On behalf of AXA XL Insurance Company UK Limited

Date: 09 June 2023



STATEMENTS OF FACT for risk number PQ0551469

Dated: 08 June 2023

Applicant: BHR Commercial Construction 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.

IN RESPECT OF PROFESSIONAL LIABILITY

YOU CAN CONFIRM THAT

All **Your** turnover has been in the past and is expected in the future derived solely from clients within the United Kingdom and member states of the European Union; and

70% or more of all **Your** turnover for the last completed year was derived from clients based in the United Kingdom; and

70% or more of all **Your** turnover for the current year is expected to be from clients based in the United Kingdom; and

Your turnover did not exceed £1,000,000 in the last 3 years; and

The Total Contract Values for any one project do not exceed £5,000,000 in all; and

Less than 10% of **Your** turnover is generated from Design or Supervision work or where **You** are responsible for any Design or Supervision but employ subcontractors; and

Contracts and/or terms of engagement are always used and confirmed in writing; and

All changes to work orders or specifications are always confirmed in writing; and

You have not provided or been responsible (including contractually) for providing any advice, design, specification, inspection, supervision or professional business services in any way related to or in connection with facade material (including but not limited to cladding, insulation and wall panelling); and



You have been established for more than 3 years or have at least 3 years relevant experience and/or professional qualifications for the industry selected; and

You are not connected or associated (financially) with any other business or concern, nor are **You** a member of a consortium, nor have **You** entered into any joint ventures; and

During the past 6 years (or since **You** commenced trading, if less) **Your** name has not been changed nor have **You** acquired any other business or concern, nor have **You** participated in any merger or consolidation; and

You do not require coverage for any other past, present or future activity, which is different from the **Business** shown on the Quotation and the **Schedule**; 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; and

No proposal for similar insurance made by or on behalf of **You** or **Your** business or other activity, or any predecessors of **You** or **Your** business or other activity, or any principal, partner or director of **Yours** has been declined in the past nor has such insurance been cancelled, renewal refused or had any special terms imposed (other than general market increases); and

You have Professional Liability insurance currently in place; and

False

After full enquiry **You** are **NOT** aware of any fraud, dishonesty, bankruptcy or administration order applicable to any of **Your** principals, partners, directors or employees, past or present; and

After full enquiry **You** are **NOT** aware of any claim(s) that have been made against **Your** business or against any of **Your** principals, partners, directors or employees whilst engaged in **Your** current business or any other activity; and

After full enquiry **You** are **NOT** aware of any circumstance or incident which has or could result in any claim being made against **Your** business or against any of **Your** principals, partners, directors or employees, whilst engaged in **Your** current business or any other activity.

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.