



XL Insurance

Angel Risk Management

Policy

Prepared for: Eco-Cycle Waste Management Ltd



Sections Covered

This **Policy** includes the following **Sections** or sub-sections which **You** have opted to purchase. Other coverages may be available and **You** should contact **Your** broker if further coverage is required.

Professional Liability Section.....	Purchased
Cyber Liability Section.....	Not Purchased
Social Engineering Section.....	Not Purchased
Liability Section.....	Purchased
Employers Liability Section.....	Purchased
Material Damage Section.....	Not Purchased
Consequential Loss Section.....	Not Purchased
Directors & Officers Liability Section.....	Not Purchased
Corporate Liability (Entity) Extension.....	Not Purchased
Employment Practices Liability (EPL) Extension.....	Not Purchased
Subjectivities.....	Not Applicable
Endorsements.....	Attached



Policy Schedule

Policy Number	PQ0644163
Insured	Eco-Cycle Waste Management Ltd
Insured's Premises	3 Devon Close Liverpool L23 6XP United Kingdom
Business Covered	Business Consultancy
Turnover	£500,000
Period of Insurance	From: 14 October 2024 To: 14 October 2025 both days at 00:01 a.m. at the Insured's premises stated above
Insurer	AXA XL Insurance Company UK Limited
Wording	Angel Professional Package Insurance Miscellaneous Professions SJC2012ANG – Miscellaneous Professions 1217

Professional Liability	5.1(a) Limit of Liability	£500,000 any one Claim (with defence costs and expenses in addition)
	Sub-Limits	
	5.1(b) Criminal Prosecution	£250,000 in the aggregate
	5.1(c) Data Protection Act 1998	£250,000 in the aggregate
	5.1(d) Data Protection Act 2018	£50,000 in the aggregate
	5.1(g) Loss of Documents or Data	£250,000 in the aggregate
	5.1(i) Witness Attendance	£250 per day for each day attendance is required for any director, partner or Person Employed
	Excess	Nil each and every Claim

cont.



Professional Liability	Excess Exceptions	
	5.1(b) Criminal Prosecution	£250 each and every Claim Applicable to defence costs and expenses
	5.1(c) Data Protection Act 1998	£250 each and every Claim Applicable to defence costs and expenses
	5.1(d) Data Protection Act 2018	£1,000 each and every Claim Applicable to defence costs and expenses
	5.1(g) Loss of Documents or Data	£250 each and every Claim Applicable to defence costs and expenses
	Extensions	
	5.2(a) Discovery Run Off (12 months)	10% or £50 whichever the greater
	Trigger	Claims Made
	Covered Jurisdiction	United Kingdom
	Territorial Limits	Worldwide excluding USA and Canada
	Retroactive Date	31 March 2024
Cyber Liability	Wording	Not Purchased
	Limit of Liability	
	Sub-Limit of Liability	
	Excess	
	Time Excess	
	Covered Jurisdiction	
	Territorial Limits	
	Retroactive Date	
First Response Service Provider	N/A	
Public Liability	Overall Section Limit of Liability	£5,000,000 any one Occurrence or series of Occurrences arising out of any one cause (with defence costs and expenses in addition)
	Subject to the following sub-limits and excesses	
	6.7 Court Attendance Costs	£250 per day for each day attendance is required for any director, partner or Person Employed

cont.



Public Liability	6.8	Data Protection Act 1998	£250,000 aggregate (with defence costs included)
	6.9	Data Protection Act 2018	£50,000 aggregate (with defence costs included)
	6.12(b)	Consumer Protection Act	£250,000 aggregate (with defence costs included)
	6.13	Pollution Liability	£100,000 any one Occurrence and in the aggregate (with defence costs and expenses included)
	Excess		£250
	Trigger		Injury or damage occurring
	Trigger exceptions		
	6.8	Data Protection Act 1998	Claims Made
	6.9	Data Protection Act 2018	Claims Made
	6.12(b)	Consumer Protection Act	Claims Made
	Business Covered – The Insured carries on business in the following territories and no others for the purpose of this Section :		
	Business Premises		United Kingdom
	Products and services supplied in and non-manual business visits to:		Worldwide excluding USA and Canada
	Retroactive Date		
	6.8	Data Protection Act 1998	31 March 2024
	6.9	Data Protection Act 2018	31 March 2024
	6.12(b)	Consumer Protection Act	31 March 2024
	Covered Jurisdiction		
			Worldwide excluding USA and Canada
Employers Liability	Employee Wage Roll		Up to £100,000
	Limit of Liability		
			£10,000,000 any one Occurrence non cumulative
	Sub-Limits		
	7.2(a)	Terrorism	£5,000,000 any one Occurrence and in the aggregate
	Defence Costs		In addition
	Business Covered – The Insured carries on business in the following territories and no others for the purpose of this Section :		
	Business Premises		Great Britain, Northern Ireland, Channel Islands, Isle of Man
	Trigger		
			Injury occurring
	Covered Jurisdiction		United Kingdom

cont.



Material Damage	Miscellaneous Contents Specification		
	Description	Sum Insured	Excess
	Office contents situated at the premises stated above.	Not Purchased	Not Purchased
	Money Specification		
	Description	Sum Insured	Excess
	All money of the business.		
	Money Specification Sub-Limits		
	The limit of the Insurers' liability specified in the Schedule is further limited to the amounts specified below in respect of any one loss in the following cases:		
	Case	Sub-Limit	
	In bank night safe		
	In transit carried by the Insured, partner, director or authorised Person Employed (Note: no cover is given in cases where this limit is exceeded)		
	Personal money of the Insured or any Person Employed at the Premises		
	At a residence of any principal and/or Person Employed whether or not kept in locked safe		
	In transit or otherwise outside the Premises other than as stated above		
	At the Premises not kept in locked safes and/or strongroom during Business Hours		
	At the Premises not kept in locked safes and/or strongroom outside Business Hours		
	At the Premises out of Business Hours secured in locked safe or strongroom the keys to which have been removed from the Premises		
	From vending machines, automated teller machines (ATMs), entertainment or gaming machines at the Premises as listed below		
	In transit with a professional security company		
	Replacement of Keys and Locks		
	Fraudulent use of Credit Cards		
	Business Machines Specification		
	Description	Sum Insured	Excess
	All portable equipment of the business as defined.		
	Territorial Limit		
Consequential Loss	Stand Alone Increased Cost of Working Specification		
	Liability Period	Not Purchased	
	Sum Insured		
	Auditors' Charges		

cont.



Consequential Loss	Wastage of Metered Services	
	Liability Period	
	Sum Insured	
Directors & Officers	10.1(a)+(b) Section Aggregate Limit	Not Purchased
	in the aggregate, costs inclusive and as part of which there shall be sub-limits as follows:	
	10.1(c)(iii) Identity Theft	
	10.1(c)(vi) Pollution and Contamination Defence Costs and Expenses	
	10.1(c)(viii) Asset and Liberty Proceedings	
	10.1(c)(ix) Public Relations Costs	
	Section Extensions	
	10.2(a) Additional Limit	
	10.2(b) Automatic Acquisition Cover	
	10.2(c) Discovery Period Premium	
	10.2(d) Emergency Defence Costs	
	10.2(f) Personal Appointments	
	10.2(g) Retirement Run-Off	
	Excess	Nil
	Covered Jurisdiction	
Corporate Liability	11.1(a) Aggregate Limit	Not Purchased
	in the aggregate, costs inclusive and as part of which there shall be sub-limits as follows:	
	11.1(b)(iv) Identity Theft	
	11.1(b)(vii) Pollution Defence and Contamination Costs and Expenses	
	11.1(b)(viii) Corporate Public Relations Costs	
	Section Extensions	
	11.2(a) Automatic Acquisition Cover	

cont.



Corporate Liability	11.2(b)	Corporate Defence Costs for Breach of Contracts	
	11.2(d)	Emergency Defence Costs	
	11.2(e)	Fidelity	
	Excess		
	Covered Jurisdiction		
Employment Practices Liability	12.1(a)+(b)	Sub Aggregate Limit part of Corporate Liability Limit	Not Purchased
	Excess		
	Covered Jurisdiction		
Premium	£742.50		
Insurance Premium Tax at 12%	£89.10		
Total Premium	£831.60		
Date of Proposal	Date of Proposal or Statements of Fact attached		
Endorsements	Multinational Coverage Endorsement PKGM PI 044 MMC/PI Professional Liability Cyber And Data Protection Law Endorsement PKGM PI 046 CD/PI		
Subjectivities	N/A		
Underwriting Basis	Statements of Fact	<input checked="" type="checkbox"/>	Proposal Form <input type="checkbox"/>

For any questions relating to this policy please contact your broker.

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 17 September 2024



Certificate of Employers Liability Insurance

AXA XL Insurance Company UK Limited

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Policy Number:	PQ0644163
Name of Policyholder:	Eco-Cycle Waste Management Ltd
Date of Commencement of Insurance:	14 October 2024
Date of Expiry of Insurance:	14 October 2025 both days at 00.01 a.m.

We hereby certify that:

The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and

The amount of cover provided by the Policy is no less than £ 5,000,000.

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 17 September 2024



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

Professional Liability, Directors & Officers and Cyber

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

Public Liability, Employers Liability, Material Damage and Business Interruption

Charles Taylor General Adjusting Services Limited
The Minster Building
21 Mincing Lane
London
EC3R 7AG
Telephone: 020 7336 8500
E-mail: XLcatlinclaims@ctplc.com
Web: www.ctplc.com/adjusting



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.



Endorsement

Miscellaneous Professions

Professional Package Insurance – Professional Liability

This **Endorsement**, effective 00:01 a.m. 14 October 2024 attaches to and forms part of Policy Number: PQ0644163

In the name of: Eco-Cycle Waste Management Ltd

Multinational Coverage Endorsement

PKGM PI 044 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: 17 September 2024



Endorsement

Miscellaneous Professions

Professional Package Insurance – Professional Liability

This **Endorsement**, effective 00:01 a.m. 14 October 2024 attaches to and forms part of Policy Number: PQ0644163

In the name of: Eco-Cycle Waste Management Ltd

Professional Liability Cyber And Data Protection Law Endorsement

PKGM PI 046 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: 17 September 2024



STATEMENTS OF FACT for risk number PQ0644163

Dated: 14 October 2024

Applicant: Eco-Cycle Waste Management Ltd

IMPORTANT INFORMATION FOR YOU

In making this offer of insurance the **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

You are based in the United Kingdom; and

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

70% or more of all turnover is expected to be from clients based in the United Kingdom / EU; and

You have been established for more than 1 year or have at least 1 year 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

You do not undertake any work or provide advice or services in relation to any of the following:

- The Law
- Investment of client funds
- Valuation
- Accountancy, Auditing, Tax, Insolvency, Liquidation, Receivership, Mergers, Acquisitions
- Business Turnaround
- Pollution
- Medical Diagnosis / Treatment
- Project Management of construction projects
- Offshore work, oil and gas; and



You are not responsible for any Structural Designs; and

You do not accept sole responsibility (e.g. without final client sign off) for delivering projects costing more than £250,000 in total; and

You do not provide any of the following services to **Your** clients:

The procurement of goods or services, pricing or legally binding them in other ways where the contract value is more than £15,000; and

You do not manufacture, supply or sell any products; and

You do not have access to client's &/or customer's bank &/or savings accounts in which **You** are able to transfer funds out of these accounts; 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 **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 AXA XL 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

What is the retroactive date?

31/03/2024

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.



ADDITIONAL STATEMENTS - APPLICABLE TO LIABILITIES

YOU CAN CONFIRM THAT:

None of **Your** operations include the manufacture, production, supply or distribution of any products other than computer software; and

All of **Your** operations are Classroom &/or Office based and does **NOT** involve any Physical &/or Manual Training; 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.

ADDITIONAL STATEMENTS - APPLICABLE TO EMPLOYERS LIABILITY

YOU CAN CONFIRM THAT:

You have an Employer Reference Number (ERN); and

Employees do not exceed 15 in total including principals, directors and all other employees (including part time and seasonal workers); and

None of **Your** employees, whilst employed by **You**, have in the past or expect in the future to use industrial machinery of any kind (computer equipment is NOT considered to be industrial machinery for the purpose of this statement); and

None of **Your** employees, whilst employed by **You**, have in the past or expect in the future to engage in any manual activities (the installation or maintenance of personal computers, printers, scanners or other personal or desktop devices directly connected to, or to be directly connected to a personal computer is NOT considered to be manual activity for the purpose of this statement); and

After full enquiry **You** are NOT aware of any claim(s) for injuries or diseases that have been made against **Your** business by or on behalf of any of **Your** principals, partners, directors or employees; and

After full enquiry, none of **Your** principals, partners, directors or employees are aware of, or carrying any injuries or diseases that could give rise to a claim.

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.