




Policy

Prepared for: Concept Management Consulting Limited



Policy Schedule

Policy Number	DQ0627721
Applicant/Proposer	Concept Management Consulting Limited and its Subsidiaries
Address	Royal House Tennyson Street Bolton BL1 3HW United Kingdom
Business Description	IT Consultancy (IT)
Turnover	£2,600,000
Period of Insurance	From: 15 July 2024 To: 15 July 2025 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

<p>Angel Business Management Hub</p> <p>Included in the price of your Angel policy you now get access to online business resources, expert guidance, practical tools and a 24/7 legal helpline to help manage and grow your business</p>	<p>Scan the QR code or go to www.angelbusinessmanagement.com Click Register and enter the access code: ANGELBMFAR24</p>	
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Directors & Officers	2.1 Limit of Liability	£2,000,000 any one Claim (including defence costs and expenses)
	Defence and Investigation Costs Sub Limits	
	2.1(d) Identity Theft Defence Costs	£250,000 any one Claim and in the aggregate
	3.23(b) Defence Costs	£2,000,000 any one Claim and in the aggregate
	3.23(c) Investigation Defence Costs	£2,000,000 any one Claim and in the aggregate
	3.23(d) Criminal Prosecution Defence Costs	£2,000,000 any one Claim and in the aggregate
	3.23(e) Extradition Proceedings Defence Costs	£500,000 any one Claim and in the aggregate
	3.23(f) Asset and Liberty Proceedings Defence Costs	£500,000 any one Claim and in the aggregate
	3.23(g) Pollution Defence Costs	£500,000 any one Claim and in the aggregate
	3.23(h) Asbestos Defence Costs	£500,000 any one Claim and in the aggregate
3.23(i) Public Relations Expenses	£500,000 any one Claim and in the aggregate	

cont.



	2.4	Section Extensions	
	(a)	Additional Limit	Up to £250,000 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	£500,000 any one Claim and in the aggregate
	(h)	Personal Appointments	£500,000 any one Claim and in the aggregate
	(i)	Regulatory Crisis Costs	£500,000 any one Claim and in the aggregate
	(j)	Retirement Run-Off	£500,000 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	£100,000 any one Claim and in the aggregate (including defence costs and expenses)
		Defence and Investigation Costs Sub Limits	
	6.1(c)	Identity Theft Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(b)	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(g)	Pollution Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(h)	Asbestos Defence Costs	£100,000 any one Claim and in the aggregate
	3.23(i)	Public Relations Expenses	£100,000 any one Claim and in the aggregate
		6.4 Section Extensions	
	(a)	Automatic Acquisition Cover	50% of Total Assets
	(d)	Data Protection	£100,000 any one Claim and in the aggregate
	(e)	Defence Costs for Breach of Contracts	£25,000 any one Claim and in the aggregate
	(f)	Emergency Costs	£25,000 any one Claim and in the aggregate
	(g)	Fidelity	£25,000 any one Claim and in the aggregate
	(h)	Loss of Documents or Data	£100,000 any one Claim and in the aggregate
	(i)	Pension and Employee Benefits	£100,000 any one Claim and in the aggregate
		Deductible	£2,500
		Covered Jurisdiction	Worldwide excluding USA and Canada

Employment Practices	7.1	Limit of Liability	£100,000 any one Claim and in the aggregate (including defence costs and expenses)
		Deductible	£5,000
		Covered Jurisdiction	Worldwide excluding USA and Canada



Premium	£825.00
Insurance Premium Tax at 12%	£99.00
Total Premium	£924.00

Endorsements	Multinational Coverage Endorsement DOTL 035 MNC/DO Patent and Copyright Exclusion DOTL 022 PC, Absolute Professional Liability Exclusion DOTL 006 API/DO
Subjectivities	N/A

Underwriting Basis	Statements of Fact <input checked="" type="checkbox"/>	Proposal Form <input type="checkbox"/>
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For any questions relating to this policy please contact your broker.

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 10 July 2024

Angel has partnered with Farillio to provide online access to the latest business resources and a 24/7 legal helpline; all included in your Angel insurance policy



The hub includes videos, guides, dynamic templates and workflow tools across a range of topics important to every small business

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- Health and safety
- ESG
- Landlord and tenant
- Risk management
- Cyber security
- Data security
- Business compliance

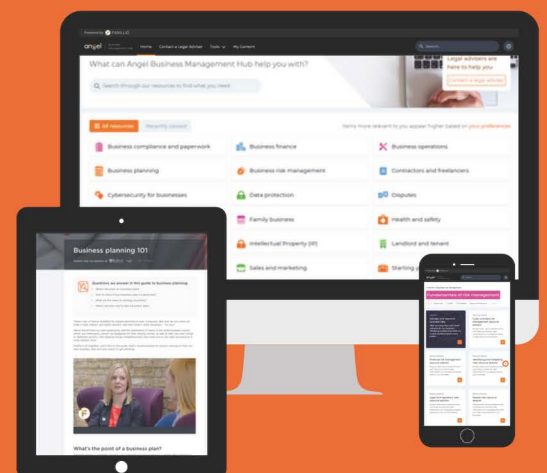
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- 1 Go to www.angelbusinessmanagement.com to register
- 2 Scan the QR code to view a short video to see what's included
- 3 Find your access code in your policy schedule
- 4 Enter your name and email address and get started



Angel Business Management Hub gives you access to a large library of digital legal templates that can be tailored, branded, shared and e-signed, along with self-help guides, 'how to' videos and workflow tools covering:

- Employment
- Redundancy
- Tax
- Commercial contracts
- Landlord & tenant
- GDPR and data
- Cyber security
- Health and safety
- Intellectual property
- and more!





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.



Endorsement

Directors and Officers &/or Trustees Liability Insurance

This **Endorsement**, effective 00:01 a.m. 15 July 2024 attaches to and forms part of Policy Number: DQ0627721

In the name of: Concept Management Consulting Limited

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: 10 July 2024



Endorsement

Directors and Officers &/or Trustees Liability Insurance

This **Endorsement**, effective 00:01 a.m. 15 July 2024 attaches to and forms part of Policy Number: DQ0627721

In the name of: Concept Management Consulting Limited

Patent and Copyright Exclusion

DOTL 022 PC

We shall not have any liability under this policy arising out of, or in any way connected with any actual or alleged plagiarism or infringement of copyright or patent.

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

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 10 July 2024



Endorsement

Directors and Officers &/or Trustees Liability Insurance

This **Endorsement**, effective 00:01 a.m. 15 July 2024 attaches to and forms part of Policy Number: DQ0627721

In the name of: Concept Management Consulting Limited

Absolute Professional Liability Exclusion DOTL 006 API

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

Absolute Professional Liability Exclusion

We shall not have any liability under this policy arising out of, or in any way connected with the giving of professional advice or service whether or not for remuneration or any act, error or omission relating thereto.

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

Signed:

On behalf of AXA XL Insurance Company UK Limited

Date: 10 July 2024



STATEMENTS OF FACT for risk number DQ0627721
Applicant: Concept Management Consulting Limited

Dated: 15 July 2024

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.

**STATEMENTS APPLICABLE TO DIRECTORS AND OFFICERS LIABILITY AND EXTENSIONS WHERE APPLICABLE
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

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 have been in continuous operation for more than 12 months; and

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

Your latest financial statements show a Positive Net Worth and **You** have sufficient working capital to continue operating for the next 12 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

You have NOT acquired any companies or concerns since **Your** last financial year end which have increased Your 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

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, electronic cigarettes and/or vaping

**rather than merely an intermediary or service provider; and*

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

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.

*Regardless of whether or not the claim(s) or, circumstance(s) has been notified to **Your** current or previous Insurer.*



YOU CAN CONFIRM IN RESPECT OF YOUR EMPLOYEES*

They are based in the United Kingdom; and

The total number of employees* is NOT expected to exceed 250 in the next 12 months; and

All of **Your** existing and new employees* have a signed contract of employment; and

You have a written grievance procedure in place for reporting complaints and harassment which is communicated to all employees*; and

You are NOT currently undergoing or contemplating any involuntary redundancies or terminations and;

You have NOT dismissed any employee(s) or made any redundancies in the last four months; and

None of **Your** employees* are engaged in any activities involving:

1. news, media or broadcasting
2. doormen or security officers for private members clubs, night clubs or bars
3. clubs, bars or restaurants
4. doctors surgeries, cosmetic surgeries, or dental practices.

*Employees includes part time and seasonal workers

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.