

TriStar Special Risks Terrorism Schedule

IMPORTANT NOTICE: Please check this Schedule very carefully

The Proposal Form / Statement of Fact together with any other information supplied to the Insurers must not be misleading or incomplete and shall form the basis of the contract with the Insurers and shall be incorporated therein. If you are aware (having made all due enquiries) of any information not specifically requested in the Proposal Form / Statement of Fact but which may have a material bearing upon the Insurers' decision on whether or not to provide cover to the Proposer / Insured or the terms upon which such cover would be provided, you must notify the Insurers of it before the contract of Insurance is concluded and obtain their specific confirmation that they are willing to proceed. You must inform the Insurers of any material alterations or additions to the statements or particulars contained within this Proposal Form / Statement of Fact, which occur before any contract of Insurance based on this Proposal Form / Statement of Fact is effected. You have an ongoing duty to advise your Insurer (via your Broker/Intermediary) of any material alterations or additions to the statements or particulars during the period of this policy.

The Certificate terms, which will apply to this quotation, and the Insurance cover to which it relates, will be as per the wording and is summarised in this document. A sample copy of the wording is available on request via your Broker / Intermediary

Based on the information contained within the attached Proposal Form / Statement of Fact the premium and Additional Clauses & Conditions have been calculated as indicated below:

Broker / Intermediary:	A-One Insurance Services (BMTH) Limited	
Policy Number:	XAOIG/00041753/2024/001	
Unique Market Reference:	B1262BW0238323	
Form:	TriStar Special Risks Terrorism Wording	
Name of Proposer or Company:	Towpath Gardens RTM Company Ltd	
Trading Name:		
Risk Address:	Towpath Gardens The Moorings Swindon SN1 5AD	
Correspondence Address:	Towpath Gardens The Moorings Swindon SN1 5AD	
Residential or Commercial:	Residential	
Period of Insurance:	Commencing 00:01 hours 24 March, 2024 to 23:59 hours 23 March, 2025	
Premium:	£537.72	
IPT:	£64.53	(IPT = Insurance Premium Tax)
Administration Fee:	£60.00	
Total:	£662.25	



Signed and dated in Beckenham, Kent BR3 6NR on the 13/03/2024

For and on behalf of those Underwriters subscribing to the Certificate Schedule by Tristar Special Risks Ltd

Sums Insured - Terrorism Schedule

Insurance is provided under each of the items/ sections where an amount is inserted. Insurance is not provided where an amount of £ 0 or the words "Not Included" are inserted

Sums Insured (Declared Value)	Sums Insured
Buildings &/or Tenants' Improvements	£3,180,708
Contents &/or Stock	£20,000
Loss of Rent Receivable	£1,411,881
Loss of Rent Indemnity Period	36 Months
Alternative Accommodation	£1,411,881
Alternative Accommodation Indemnity Period	36 Months
Business Interruption	Not Included
Increased Cost of Working	Not Included
Total Sum Insured (Declared Value)	£ 6,024,470
Sums Insured (Including Day One Uplift)	Sums Insured
Buildings &/or Tenants' Improvements	£3,657,814
Contents &/or Stock	£20,000
Loss of Rent Receivable	£1,411,881
Loss of Rent Indemnity Period	36 Months
Alternative Accommodation	£1,411,881
Alternative Accommodation Indemnity Period	36 Months
Business Interruption	Not Included
Increased Cost of Working	Not Included
Total Sum Insured (Including Day One Uplift)	£ 6,501,576
Interests To Be Noted On This Policy	
Primary Insurer:	,AXA
Underlying Policy Number:	TBC
Policy Excess:	£250 Each and Every Loss

Additional Information - Terrorism Schedule

TSRL Premier - Coverage Extensions

In Addition to the Wording Issued, Coverage is extended to include:

Verified Threat

If the Business of the Insured is interrupted as the sole and direct result of an imminent physical threat to people or assets at the Insured's Property which is either (a) communicated to the Insured by the Police or an employee of Her Majesty's Government; or (b) communicated by the Insured to the Police or an employee of Her Majesty's Government, on which basis the Insured evacuates the Insured's premises, **We** will pay **You** up to the applicable sub-limit for the actual loss sustained by the Insured during the Period of Insurance, after the expiry of 24 hours following the commencement of the Verified Threat, to be calculated in accordance with the basis of settlement clause above.

Coverage is provided to a sub-limit of £50,000 per event.

Emergency Costs and Expenses

We will pay for loss, cost or expense as undernoted incurred by **You** due to an operative Insured Peril, inclusive of extensions of coverage as provided by this policy but subject to a 4 hour excess.

1. the reasonable additional cost of comparable alternative accommodation for:

- any resident or House Manager including temporary storage costs for their furniture
- domestic pets which normally live in the buildings
- the reasonable additional emergency costs and expenses incurred up to a maximum limit of £500

per resident or house manager but the most **We** will pay for the first 14 days from the date of **Damage** is £250 during the period necessary to restore buildings which have been made uninhabitable or inaccessible by **Damage** to a habitable condition.

We will not pay:

- Any amount in excess of the limit stated in the Schedule of the Sum Insured on damaged buildings
- Costs which may cease or be reduced as a result of the Damage

Coverage is limited to £500 per resident and/or house manager, per event.

Public Relations Expenses

We will pay reasonable costs incurred by **You** if as a result of **Damage** to the buildings insured hereby **You** need to employ suitable public relations personnel to deal with press and public announcements or other necessary activities but not exceeding £10,000 any one occurrence and £20,000 in any one Period of Insurance.

Capital Additions:

This extension operates in respect of buildings, contents and loss of rent sections.

Buildings and Contents:

This insurance by each item on Buildings and Landlords Contents extends to include cover for capital additions, alterations, improvements and newly acquired and/or newly erected Buildings within the **Territorial Limits** provided they are not otherwise insured subject to the following:

- (a) the maximum **We** will pay for capital additions alterations and improvements shall not exceed 10% of the total Sum Insured for Buildings and Landlords Contents or £1,000,000 whichever the lesser
- (b) the maximum **We** will pay for newly acquired and/or newly erected Buildings shall not exceed £1,000,000
- (c) this Clause does not include cover for appreciation in value
- (d) **You** must provide **Us** with details of such additional insurance as soon as practicable

Loss of Rent &/or Alternative Accommodation:

This Section is extended to include Loss of Rent receivable and/or Alternative Accommodation in respect of:

- (a) alterations, additions, extensions and/or improvements to the Buildings insured (but not appreciation in value thereof)
- (b) newly acquired and/or newly erected Buildings provided they are not otherwise insured anywhere within the **Territorial Limits**

Provided that:

- (a) alterations additions extensions and/or improvements to the Buildings insured at any one Premises shall not exceed 10% of the total Sum Insured on Rent receivable or £100,000 whichever is the less
- (b) newly acquired and/or newly erected Buildings at any one Premises shall not exceed £100,000
- (c) You shall advise Us: (i) every 6 months in respect of any such alterations additions extensions and improvements (ii) as soon as practicable and in any event within 6 months of any such newly acquired and/or newly erected property.

Goods in Transit

We shall indemnify **You** against loss of, destruction of, or **Damage** occurring during to the goods and tools that are incidental to **You** or the **Your** business, or to property held in trust for which **You** are responsible, whilst in transit anywhere within the **Territorial Limits** provided that:

- (a) **Our** liability shall not exceed 20% of the **Contents** sum insured.
- (b) Unless otherwise stated in this schedule, this extension does NOT cover:

1. **i)** jewellery, watches, precious metals and stones, furs and clothing;
2. **ii)** Money, deeds and other documents;

iii) Death or injury to animals or other living creatures;

1. **iv)** dangerous goods as defined in the current standard conditions of the Road Haulage Association (including but not limited to explosives, acids, chemicals and gases);
2. **v)** **Damage** due to natural deterioration;
3. **vi)** Any consequential or indirect **Damage** due to delay;

vii) property temporarily removed from the **Your** property/premises for cleaning, renovation, repair or similar purposes.

Landscaped Grounds

It is agreed that the insurance provided under the **Buildings** section extends to include the costs necessarily and reasonably incurred by **You** in making good the landscaped grounds of the Insured Property/Properties by the fire brigade or any other emergency service in consequence of **Damage** to **Your** Property/Properties. **Our** liability under this extension is limited to 10% of the Buildings Sum Insured.

Loss of Attraction Extension

Loss of Attraction

This extension only applies if a Business Interruption Sum Insured is shown in the Policy Schedule.

Cover will be provided for actual loss sustained by the **Insured**, as insured by this Contract resulting from interruption of or interference with the Business caused by physical loss or physical damage when the sum of earnings/income derived from the operations of the business as insured by this Policy immediately following an "Event" as defined below is 75% or less than could reasonably have been expected had no "Event" occurred.

The word "Event" for this extension shall mean **Damage** to property caused by an **Act of Terrorism** or an **Act of Sabotage** as insured by this Policy to a "Signature Property" located within a radius of one (1) kilometre of the insured location.

Coverage under this Extension excludes loss that is covered under the Denial of Access Extension, Suppliers Extension or Utilities Extension if they are included in this insurance.

A "Signature Property" means property or location outside of the insured location that attracts business to the insured Location but is limited to:

- (i) Transportation hubs
- (ii) Iconic or historic buildings open to the public
- (iii) National monuments
- (iv) Stadia, sports and entertainment venues
- (v) Shopping malls
- (vi) Office complexes with buildings of over 10 stories
- (vii) Hotels with more than 150 beds

Excess: 48 hours

Sub-limit: The maximum liability of the **Insurer** will not exceed 15% of the Business Interruption Total Insured Values or £100,000 whichever the lesser unless stated otherwise by Endorsement

Sub-limits apply any one **Occurrence** and in all for the **Period of Insurance** and where a sub-limit stated above is less than the limit applied by the **Associated Policy** the lower sub-limit shall apply

LAN001 - TERRORISM EXTENSION

Subject to the exclusions and limits herein contained, this Insurance insures buildings and contents against physical loss or physical damage caused by an Act of Terrorism or Sabotage.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Territorial Limits:

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man and elsewhere subject to underwriters prior agreement.

Sub Limits:

All as per the Associated Policy except:

- Sub-limits apply any one Occurrence and in all for the period and;
- where a sub-limit stated below is less than the limit provided by the Associated Policy, the lower limit shall apply:
- Seepage / contamination / pollution

10% of the Limit of Liability or GBP1,000,000 whichever the lesser.

- Denial of Access including civil or military order *

10% of the Limit of Liability or GBP1,000,000 whichever the lesser.

- Utilities *

10% of the Limit of Liability or GBP1,000,000 whichever the lesser.

* Subject to one overall combined sublimit for Denial of Access and Utilities of 10% of the Limit of Liability or GBP1,000,000 whichever the lesser.

Excess:

For all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms, Exclusions and Conditions of this Policy, the Insurers will not be liable for the Amount of the Excess stated herein. Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply;

1. Denial of Access 48hrs
2. Utilities 48hrs

Statement of Fact

Have **You** or any other person whose property is to be insured suffered any terrorism loss or incurred any liability, whether insured or not, at these **Premises** or any previously occupied **Premises** during the last five years?

No

Has the Proposer/Insured or any partner or director or any other person to whom this insurance will apply ever had insurance cover refused or cancelled mid-term or agreed only on special terms by any Insurer or Underwriter?

No

Has the Proposer/Insured or any partner or director or any other person to whom this insurance will apply ever been convicted, prosecuted or have any prosecutions pending or been given an official police caution in respect of any criminal offence, other than a motoring offence? (NOTE: Spent convictions (as defined under the Rehabilitation of Offenders Act 1974 or any similar or subsequent legislation) do not need to be declared).

No

Has the Proposer/Insured or any partner or director or any other person to whom this insurance will apply ever had a company go into liquidation or become insolvent, had any County Court Judgements or Sheriff Court Decrees or been declared bankrupt or disqualified from being a company director?

No

Declaration

To the best of my/our knowledge and belief the information provided in connection with this Proposal Form/Statement of Fact is true and I/we have not withheld any material facts. I/we confirm that I/we are at least 18 years of age unless a limited company or trust. I/we understand that non-disclosure or mis-representation of a material fact will entitle Underwriters to void the insurance. (N.B. A material fact is one likely to influence acceptance or assessment of this proposal by Underwriters: if you are in any doubt as to what constitutes a material fact you must disclose it). I/we understand that this Proposal Form/Statement of Fact does not bind me/us to complete this insurance but agree that, should a contract of insurance be concluded, this Proposal Form/Statement of Fact contains statements upon which Underwriters have relied in deciding to accept this insurance and the statements made therein shall form the basis of the contract.

True