

#### Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA United Kingdom

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

Authorised Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



# **SCHEDULE**

POLICY NUMBER: CFT-PNR-835-997
UNIQUE MARKET REFERENCES: B087522C9N5055
THE INSURED: CQRA LIMITED

ADDRESS: 1-90 Garricks House

Charter Quay

Kingston Upon Thames

Surrey KTI 1HS

UNITED KINGDOM

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's

LINKED POLICY: NOA814621A0L

THE INCEPTION DATE: 00:01 Local Standard Time on 01 Feb 2023
THE EXPIRY DATE: 00:01 Local Standard Time on 01 Feb 2024

TOTAL INSURED VALUE: GBP151,000,423 as more fully detailed in the attached

Schedule of Premises

TOTAL PAYABLE: GBP23,359.84

Broken down as follows:

Premium: GBP20,857.00
Policy Admin Fee: GBP0.00
Insurance Premium Tax GBP2,502.84
TERRITORIAL SCOPE Worldwide
LEGAL ACTION: Worldwide

CLAIMS MANAGERS: CFC Underwriting Limited

Please report all new claims to: newclaims@cfcunderwriting.com

WORDING: T&S Follow Form GB 1.2

ENDORSEMENTS: PREVENTION OR RESTRICTION OF ACCESS TO PREMISES AND

CONTINGENT BUSINESS INTERRUPTION EXTENSION CLAUSE

NO HIGHER LAYER WARRANTY

SANCTION LIMITATION AND EXCLUSION CLAUSE

USA JURISDICTION CLAUSE STATEMENT OF FACT



# AMOUNT INSURED AND DEDUCTIBLES

## ALL INSURING CLAUSES COMBINED

Amount Insured GBP151,000,423 in the aggregate

INSURING CLAUSE 1: PROPERTY DAMAGE AND BUSINESS INTERRUPTION

Amount InsuredGBP151,000,423in the aggregateDeductible:GBP0each occurrence

Indemnity period: 12 months

**INSURING CLAUSE 2: UTILITIES** 

Amount InsuredGBP2,500,000in the aggregateDeductible:GBP0each occurrence

Indemnity period: 60 days



# SCHEDULE OF PREMISES

ADDRESS:	POSTCODE:	PROPERTY DAMAGE / CONTENTS:	BUSINESS INTERRUPTION:	LOSS OF RENT:	TOTAL INSURED VALUE:
1-18 TAGGS HOUSE, PLOTS 120-137  Market Square England  KTI 1JT  UNITED KINGDOM	кп ізт	GBP7,825,783	GBP0	GBP0	GBP7,825,783
1-29 RAVENS HOUSE, PLOTS 91-119 Kingston upon Thames England KTI 1HR UNITED KINGDOM	KTI 1HR	GBP14,533,269	GBPO	GBP0	GBP14,533,269
1-31 STEVENS HOUSE, PLOTS 138-168 Jerome Place England KTI 1XH UNITED KINGDOM	КП 1ХН	GBP14,597,122	GBPO	GBP0	GBP14,597,122
1-90 GARRICKS HOUSE Kingston upon Thames England KTI 1HS UNITED KINGDOM	KTI 1HS	GBP41,156,155	GBPO	GBP0	GBP41,156,155
32-61 STEVENS HOUSE, PLOTS 169- 198 Jerome Place England KTI 1XH UNITED KINGDOM	KTI 1XH	GBP13,454,061	GBPO	GBPO	GBP13,454,061
62-82 STEVENS HOUSE, PLOTS 199- 219 Jerome Place England KTI 1XH UNITED KINGDOM	КП 1ХН	GBP10,805,469	GBP0	GBP0	GBP10,805,469
91-110 GARRICKS HOUSE Kingston upon Thames England KTI 1HS UNITED KINGDOM	KTI 1HS	GBP7,468,911	GBP0	GBP0	GBP7,468,911
BASEMENT, GROUND AND FIRST FLOOR, TAGGS HOUSE Market Square England KTI 1JT UNITED KINGDOM	אח ונד	GBP9,704,146	GBPO	GBP135,896	GBP9,840,042
BASEMENT, GROUND FLOOR, RAVENS HOUSE & PART 1-31 STEVENS HOUSE Kingston upon Thames England KTI 1XH UNITED KINGDOM	КП ІХН	GBP1,764,221	GBPO	GBPO	GBP1,764,221
CAR PARK UNDER GARRICKS HOUSE Kingston upon Thames England KTI 1HS UNITED KINGDOM	KTI 1HS	GBP4,934,539	GBPO	GBPO	GBP4,934,539
COMMUNAL AREAS Kingston upon Thames England KTI 1XH	КП ІХН	GBP178,716	GBP0	GBP0	GBP178,716



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UNITED KINGDOM COMMUNAL AREAS	KTI 1XH	GBP5,289	GBP0	GBP0	GBP5,289
Kingston upon Thames	KIIIXII	0043,203	GBFO	GBFO	GBF3,203
England					
кпіхн					
UNITED KINGDOM					
GARRICKS HOUSE - BUSINESS	KTI 1XH	GBP568,668	GBP0	GBP0	GBP568,668
CENTRE & GYM					
Kingston upon Thames England					
KTI 1XH					
UNITED KINGDOM					
GROUND & FIRST FLOOR, RAVENS	KTI 1HR	GBP458,802	GBP0	GBP0	GBP458,802
HOUSE					·
Kingston upon Thames					
England					
KTI 1HR UNITED KINGDOM					
GROUND FLOOR, 32-61 & PART 62-	KTI 1XH	GBP1,140,296	GBP0	GBP18,640	GBP1,158,936
82 STEVENS HOUSE	KIIIXII	OBF1,140,230	GBFO	GBF10,040	GDF 1,130,330
Jerome Place					
England					
KTI 1XH					
UNITED KINGDOM					
GROUND FLOOR, 1-31 & PART 32-61	KTI 1XH	GBP1,151,051	GBP0	GBP16,146	GBP1,167,197
STEVENS HOUSE Jerome Place					
England					
KTI IXH					
UNITED KINGDOM					
GROUND FLOOR, 62-82 STEVENS	KTI 1XH	GBP1,795,662	GBP0	GBP31,191	GBP1,826,853
HOUSE & BENEATH TO 5 QUAYSIDE					
WALK					
Kingston upon Thames England					
KTI 1XH					
UNITED KINGDOM					
GROUND FLOOR, RAVENS HOUSE	KTI 1HR	GBP158,535	GBP0	GBP0	GBP158,535
Kingston upon Thames					
England					
KTI 1HR					
UNITED KINGDOM  KIOSK, LOCATED IN THE PIAZZA	KTI 1HR	GBP101,828	GBP0	GBP42,763	GBP144,591
Kingston upon Thames	KIIIR	GBP101,626	GBPU	GBP42,763	UBP144,591
England					
KTI IHR					
UNITED KINGDOM					
RIVERVIEW COURT BASEMENT CAR	KTI 1HR	GBP8,513,154	GBP0	GBP0	GBP8,513,154
PARK					
Kingston upon Thames England					
England   KTI 1HR					
UNITED KINGDOM					
ROADS, PATHS & TERRACES	KTI 1HR	GBP1,324,051	GBP0	GBP0	GBP1,324,051
Kingston upon Thames					
England					
KTI 1HR					
UNITED KINGDOM THEATRE	KTI 1XH	GBP9,116,059	GBP0	GBP0	GBP9,116,059
THEATRE   Kingston upon Thames	KILIMI	30-2,110,033	JDFO	GDFO	30-2,110,033
England					
KTI IXH					
UNITED KINGDOM					
THEATRE OFFICES	KTI 1XH	GBP0	GBP0	GBP0	GBP0
Kingston upon Thames					
England KTI IXH					
KITIXH   UNITED KINGDOM					
THEATRE OFFICES	KTI 1XH	GBP0	GBP0	GBP0	GBP0
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Kingston upon Thames			
England			
KTI 1XH			
UNITED KINGDOM			



# **OUR REGULATORY STATUS**

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## **HOW TO COMPLAIN**

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department 1 Lime Street London EC3M 7HA

Tel: +44 (0)20 7327 5696

Email: complaints-enquiries@lloyds.com

Your complaint will be acknowledged, in writing, within 5 business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after Lloyd's of London has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK) Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.



# PREVENTION OR RESTRICTION OF ACCESS TO PREMISES AND CONTINGENT BUSINESS INTERRUPTION EXTENSION CLAUSE

ATTACHINGTO

CFT-PNR-835-997

POLICY NUMBER: THE INSURED:

**CQRA LIMITED** 

WITH EFFECT FROM:

01 Feb 2023

It is understood and agreed that the following amendments are made to this Policy:

The following **INSURING CLAUSES** are added to the Schedule:

#### **INSURING CLAUSE 3: PREVENTION OR RESTRICTION OF ACCESS TO PREMISES**

Amount insuredGBP24,463in the aggregateDeductible6 Hourseach occurrence

Indemnity Period 60 days

## **INSURING CLAUSE 4: CONTINGENT BUSINESS INTERRUPTION**

Amount insuredGBPOin the aggregateDeductibleN/Aeach occurrence

Indemnity Period N/A

2. The following **INSURING CLAUSES** are added to this Policy:

#### INSURING CLAUSE 3: PREVENTION OR RESTRICTION OF ACCESS TO PREMISES

We agree to reimburse you up to the amount insured shown in the Declarations for your loss of income, rental income, extra expense and accounts receivable resulting solely and directly from an interruption to your business activities caused by:

- a) prevention or restriction of access to **your premises** by order of a civil or military authority; or
- b) prevention or restriction of access to **your premises** as a direct result of insured damage to property located within 1 mile of **your premises**, regardless of whether

#### your premises has suffered any insured damage;

occurring during the **period of the policy** and caused by an **act of terrorism** or an **act of sabotage**, provided that the prevention or restriction of access to **your premises** as set forth in part a) and part b) above would be covered by **your linked policies** if the cause was not **an act of terrorism** or an **act of sabotage**.

#### **INSURING CLAUSE 4: CONTINGENT BUSINESS INTERRUPTION**

We agree to reimburse you up to the amount insured shown in the Declarations for your loss of income, rental income, extra expense and accounts receivable resulting solely and directly from an interruption to your business activities caused by insured damage at the premises of an organization with which you have a contractual arrangement to purchase goods or services that directly results in:

- a) the organization's inability to fulfil their contractual obligations to you; or
- b) your inability to supply goods and services to your customers; occurring during the period of the policy and caused by an act of terrorism or an act of sabotage, provided that insured damage would be covered by your linked policies if the cause was not an act of terrorism or an act of sabotage.
- 3. The following **DEFINITIONS** are

added: **"Accounts receivable"** means:

- a) all sums due to **you** from customers, provided **you** are unable to effect collection of these sums as the direct result of **insured damage** to records of accounts receivable;
- b) interest charges on any loan to offset impaired collections pending repayment of sums made uncollectible by **insured damage**; and
- c) collection costs in excess of normal collection costs made necessary because of **insured damage**.

### "Extra expense"

means the necessary and reasonable extra costs and expenses **you** incur in order to continue **your** business activities during the **indemnity period**.



- 4. The following part c) is added to the "Indemnity period" DEFINITION:
  - c)  $access to \ your \ premises \ is \ prevented \ or \ restricted$
- 5. The following **CONDITION** is added:

Maintenance of accounts receivable records
You must keep a record of all amounts owed to you and keep a copy of the record away from your premises.



The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



# **DATA PROTECTION NOTICE**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at <a href="mailto:enquiries@cfcunderwriting.com">enquiries@cfcunderwriting.com</a>.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfcunderwriting.com/privacy



# NO HIGHER LAYER WARRANTY

ATTACHING TO POLICY

NUMBER: CFT-PNR-835-997

THE INSURED: CQRA Limited
WITH EFFECT FROM: 01 Feb 2023

If you decide during the period of the policy to purchase additional terrorism insurance to the cover provided by this Policy, such as excess terrorism insurance, it is warranted that you will obtain our written agreement to this additional terrorism insurance before

it is purchased.



# SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO

POLICY NUMBER: CFT-PNR-835-997
THE INSURED: CQRA Limited

WITH EFFECT

FROM: 01 Feb 2023

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We will not make any payment under this Policy nor will we be deemed to provide any cover, to the extent that the provision of such payment or cover will expose us to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.



# **USA JURISDICTION CLAUSE**

ATTACHING TO POLICY

NUMBER: CFT-PNR-835-997

THE INSURED: CQRA LIMITED

WITH EFFECT FROM: 01 Feb 2023

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that where a **claim** is made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America or territories which come under the jurisdiction of the United States of America, the following amendments are made to the Schedule:

- where "Limit of Liability" is shown in the Schedule, same is amended to read "Aggregate Limit of Liability"; and
- "costs and expenses", are always included in the aggregate limit of liability or limit of liability.

It is also understood and agreed that the following  $\ensuremath{\mathsf{EXCLUSIONS}}$  are added to this Policy:

#### **ERISA**

based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

#### RICO

for any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.

#### SEC

for any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar regional, provincial, territorial, federal or

state law or any common law relating thereto.



# STATEMENT OF FACT CLAUSE

ATTACHING TO POLICY

NUMBER: CFT-PNR-835-997

THE INSURED: CQRA LIMITED

WITH EFFECT FROM: 00:01 a.m. LST on 01 Feb 2023

It is noted and agreed that the following **CONDITION** is added to this Policy:

It is a condition precedent to liability under this Policy that the following statements that **you** provided to **us** as part of the application process are true. In the event that **you** become aware that any of the statements below are not true **you** must notify **us** in writing as soon as practicable. In this event **we** reserve the right to amend the terms, conditions or premium of the Policy:

- 1. You are not aware of any threats, whether specific or intimated, against the company or property to be insured.
- 2. After full inquiry **you** are not aware of any **loss** or **damage** resulting from a terrorism related event that has occurred to the company or property to be insured.
- 3. You do not currently purchase terrorism insurance for the company or the listed properties from any of the following Lloyd's of London insurers: Brit, Canopius, Jubilee, Kiln, WR Berkley.
- 4. You are not aware of any incident which may result in a claim under any of the insurance for which you are applying to purchase in this application form.