

TRISTAR SPECIAL RISKS  
TERRORISM



TRISTAR  
SPECIAL RISKS

# **Terrorism Insurance Policy**

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## **Terrorism Including Sabotage Insurance**

**FORM: LUK2016UK**

# Terrorism Insurance Policy

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Thank you for choosing Tristar Special Risks Limited to provide **Your** Terrorism Insurance. The **Insurers** for the terrorism insurance are Lancashire Insurance Company (UK) Ltd.

This is **Your** Terrorism Insurance Policy Wording which set out **Your** insurance protection in detail.

The Policy Booklet must be read together with the Policy Schedule and Statement of Facts as one document.

It is an important document so **You** should keep it somewhere safe – **You** will need it if **You** need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy Schedule and Statement of Facts are correct. **Your** premium has been based upon the information shown in the Policy Schedule and recorded in **Your** Statement of Facts.

If after reading **Your** Policy Booklet **You** have any questions, any details are incorrect or the Policy does not provide the cover **You** need then **You** should contact **Your** broker immediately.

# 1 Policy Introduction

**Your** Policy is a contract between **The Insurers**, Lancashire Insurance Company (UK) Ltd ('**Us**'), and **You**, the Policyholder. The Statement of Fact and declaration which **You** have accepted will be the basis of the contract.

In return for **You** having paid or agreed to pay the premium, **We** will indemnify **You** by payment or, at our option, by reinstatement or repair, in respect of loss, destruction, **Damage**, accident or injury occurring or other insured contingency arising during the Period of Insurance, subject to the terms conditions and exclusions contained in the Policy or endorsed on The Schedule.

## 1.1 Important Notice – Fair Presentation of Risk

**Your** duty of disclosure (Changes **You** must tell **Us** about)

This Policy is a legal contract and should be kept in a safe place. **You** have a duty to make a fair presentation of the risk which is covered by this Policy, Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any Statement of Fact is accurate and complete.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

Please tell **Your** insurance advisor to immediately let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your** Schedule. **You** must also tell **Your** insurance advisor to let **Us** know immediately about the following changes for example:

- Any change or addition to the contents of the property to be insured that results in the need to increase the amount insured or the limits that are shown on **Your** Policy Schedule;
- Any changes to the Business description or activities undertaken;
- Any change of address;
- If the Business ceases to trade.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance advisor. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance advisor.

## 1.2 Choice of Law

The appropriate law as set out below will apply unless **You** and **Us** agree otherwise:

- (i) The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which **You** normally live or (if applicable) the first named Policyholder lives; or
- (ii) In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (iii) Should neither of the above be applicable, the law of England and Wales will apply.

### 1.3 How to Make a Claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number: +44 (0) 344 856 2326 and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on **Your** Policy Schedule.

Alternatively please contact us straightaway by sending an e-mail to [newclaims.lancashire@davies-group.com](mailto:newclaims.lancashire@davies-group.com). Please quote **Your** Policy Number when making a claim via e-mail.

A claim form will be sent out by e-mail, fax or post within 24-hours.

The claim form is required to be completed and returned along with supporting documentation within five days of it being received unless otherwise agreed with **Us** or Tristar Special Risks Limited.

## 2 Insuring Clause

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical **Damage** occurring during the period of this Policy caused by:

2.1 **Damage** to Property Insured by an **Act of Terrorism**;

2.2 Loss resulting from **Damage** to any building or other property used by the Insured at the Premises for the purpose of the Business by an **Act of Terrorism**,

as more fully described and defined herein occurring during the period of this Policy as stated in the Schedule attaching to and forming part hereof, (hereinafter referred to as the "Schedule").

**The Insurers** will pay to the Insured as indemnity:

(a) in respect of **Damage** under 2.1 above the value of the property at the time of its loss or destruction or the amount of the **Damage** or at the Insurers' option reinstate or replace such property or any part of it;

(b) in respect of 2.2 above the amount of the loss resulting from interruption of or interference with the Business carried on by the **Insured** at the Premises consequent upon loss or destruction of or **Damage** to property used by, or for the benefit of, the **Insured** at the Premises,

provided that the liability of the **Insurers** under this Policy shall not exceed in the whole the Overall Limit of Liability or in respect of any item its sum insured or any other relevant Limit of Liability or sub-limit stated in the Schedule.

This Policy incorporates the Schedule and Endorsements, which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear.

### 3 Definitions

- (a) **You** or **Your** shall mean The Insured
- (b) **Us, We** or the **Insurers** shall mean Lancashire Insurance Company (UK) Ltd
- (c) The word “**Damage**” shall mean direct physical loss or destruction of or physical **Damage**
- (d) The words “**Consequential Loss**” shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of **Damage** caused by an **Act of Terrorism**, to property used by the **Insured** at the Premises for the purposes of the Business.
- (e) The words “**Act of Terrorism**” shall mean an act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.  
  
An “**Act of Terrorism**” shall include an act of **Sabotage**.
- (f) The word “**Sabotage**” shall mean 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.
- (g) The words “**Associated Policy**” shall mean the policy issued by the **Insurers** as set forth in the Schedule.
- (h) The word “**Occurrence**” shall mean any one loss and/or series of losses occasioned by, happening through, arising out of and in consequence of any one **Act of Terrorism** for the same purpose or cause. The duration and extent of any one **Occurrence** shall be limited to all losses sustained by the Insured during any period of 72 consecutive hours. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless **Damage** first occurs prior to expiration. No period of 72 consecutive hours shall commence prior to the attachment of this Policy.

### 4 Application of Associated Policy Provisions

This Policy is subject to the same warranties, terms and conditions, definitions, clauses, extensions and exclusions as the **Associated Policy**, except as regards:

- (a) the premium;
- (b) the Overall Limit and sub limits of Liability;
- (c) the Excess subject to the Amount stated in the Schedule;

- (d) any renewal or long term agreement;
- (e) and as otherwise provided herein;

all as are contained in **Associated Policy** prior to the happening of an **Occurrence** for which a claim is made hereunder.

For the avoidance of any doubt, where there is conflict between this Policy and the **Associated Policy**, the terms and conditions of this Policy shall prevail.

## 5 Extensions –Consequential Loss

This Policy is extended to include:

- (a) Denial of Access including civil or military order.
  - (i) Loss resulting from interruption of or interference with the Business in consequence of **Damage** caused by an **Act of Terrorism** to property within one (1) mile radius of the Premises, such **Damage** to which shall prevent the use of the Premises or access thereto whether the Premises or Property Insured shall be damaged or not.
  - (ii) Loss resulting from interruption of or interference with the Business in consequence of closure, confiscation, requisition or sealing off of the Premises or any right of way by order or action of civil or military authority as a result of an **Act of Terrorism** which prevents the use of the Premises by the Insured.

The Maximum Indemnity Period under this extension is: 90 days subject to the Sub-limit and Excess shown in the Schedule.

### (b) Utilities

Loss resulting from interruption of or interference with the Business caused by **Damage** by an **Act of Terrorism**, to installations and/or equipment, pipes, lines, wires and the like used for the supply of gas, electricity, water, effluent, telecommunications or internet provision services which results in failure of supply or services at the terminal ends of the service feeders or receivers or meters at the Premises. Loss arising from transmission distribution or feeder lines however, will be limited to **Damage** to such lines located within one (1) mile of the Insured's Premises.

The Maximum Indemnity Period under this extension is: 90 days subject to the Sub-limit and Excess shown in the Schedule.

## 6 Conditions

All as per the **Associated Policy** except as herein expressly varied.

### (a) Automatic Reinstatement

Any clause included in the **Associated Policy** relating to the automatic reinstatement of sums insured or limits of liability does not apply to this Policy.

**(b) Other Insurance**

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and **Damage** covered by this Policy in excess of the deductible with respect to each and every covered loss.

**(c) Reasonable precautions**

The Insured shall take all reasonable steps and precautions to prevent loss, destruction or **Damage**.

**(d) Associated Policy**

The **Associated Policy** shall be maintained in full force and effect for the full duration of the Policy Period or shall be so deemed.

**(e) Claims conditions**

**(i) Notification**

In the event of any **Occurrence** likely to give rise to a claim hereunder, the Insured shall as soon as reasonably practicable notify the **Insurers** and/or the Broker, named for that purpose in the Schedule.

(ii) In the event of **Damage** caused by an **Act of Terrorism**, the Insured must deliver to the **Insurers** such relevant information and evidence as may reasonably be required including:

- (i) full information in writing of the property lost, destroyed or damaged and the amount of the **Damage**;
- (ii) details of any other insurances on any property hereby insured;
- (iii) all such proofs and information relating to the claim including time, place and cause of loss;
- (iv) if required by the **Insurers**, a statutory declaration of the truth of the claim and of any matters connected to it;

which shall be submitted as soon as reasonably practical but in all cases this must be within 60 days of the **Occurrence**.

(iii) In the event of a claim being made under **Business Interruption** as included under this Policy, the **Insured** must deliver to the **Insurers**:

- (i) not later than 30 days after the expiry of the Indemnity Period or within such further time as the **Insurers** may allow, particulars of

his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting **Business Interruption**.

(ii) deliver to the **Insurers** such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanation and other evidence as may reasonably be required by the **Insurers** for the purpose of investigating the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

(iv) The Insured must co-operate fully in the investigation or adjustment of any claim.

**(f) Proof of Loss**

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

**(i) Subrogation**

Any release from liability entered into in writing by the **Insured** prior to loss hereunder shall not affect this Policy or the right of the **Insured** to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the **Insurers** shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The **Insured** shall execute all papers required, shall cooperate with the **Insurers** and, upon the **Insurers'** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Insurers** will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (ii) Out of the balance remaining, the **Insurers** shall be reimbursed to the extent of payment under this Policy;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the **Insurers**, the expense thereof shall be borne by the **Insurers**.

**(ii) Payments on Account**

Payments on account will be made to the Insured if the **Insured** wishes, subject to any necessary adjustment at the termination of such period.

**(g) Fraud and Misrepresentation**

This Policy shall be voidable in the event of fraud or if any fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain benefit under this Policy, or in the event of deliberate misrepresentation, misdescription or non-disclosure of any material particular relevant to the risk insured or any claim hereunder.

The **Insurers'** rights, in the event of non fraudulent non-disclosure or innocent or negligent misrepresentation or misdescription of material particulars relevant to the risk insured or any claim hereunder by the **Insured** are limited to the right to charge an increased premium which could reasonably have been demanded had such non-disclosure, misrepresentation or misdescription not occurred.

**(h) Abandonment**

There shall be no abandonment to the **Insurers** of any property.

**(i) Inspection and Audit**

The **Insurers** or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the **Insurers'** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property is safe.

The **Insurers** may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

**(j) Arbitration**

Any dispute which may arise under, out of or in connection with or relating to this Policy or the determination of the amount of loss hereunder shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules in accordance with its rules at the date of such submission. The number of arbitrators shall be three. The seat of the Arbitration shall be London and the language used in the arbitral proceedings shall be English.

The parties shall be jointly and severally liable to the Arbitral Tribunal and the LCIA for the arbitration costs (other than the legal or other costs incurred by the parties

themselves).

**(k) Cancellation**

This Policy shall be non-cancellable by the **Insurers** or the **Insured** except in the event of non-payment of premium where the **Insurers** may cancel the Policy at their discretion. In the event of non-payment of premium this Policy may be cancelled by or on behalf of the **Insurers** by delivery to the Insured or by mailing to the **Insured** or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**(l) Data Protection Information**

**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.

This information 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.

**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**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details.

**(m) Index Linking – included within current ‘Lancashire Insurance Company (UK) Limited’ Wording**

Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. **We** may select alternative measures if any of these indices are unavailable

(i) any building and tenants improvements item. The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

(ii) other items. The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

**(n) Claims – included within current ‘Lancashire Insurance Company (UK) Limited’ Wording**

These adjustments will continue during the

(i) Period of Insurance

(ii) period of repair, replacement or reinstatement provided

that such work is carried out and completed without undue delay.

## 7 Exclusions

Other than in respect of cover expressly provided herein, in addition to the exclusions of the **Associated Policy**, this policy does not cover:

- (a) **Damage or Consequential Loss** arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- (b) **Damage or Consequential Loss** occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

For the avoidance of doubt, the fact that an **Act of Terrorism** is committed by an agent of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the **Act of Terrorism** is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion.

- (c) **Damage or Consequential Loss** caused by or consisting of confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine acts of contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives the Insured of the use or value of the property.
- (d)
  - (i)
    - (1) **Damage or Consequential Loss** caused by chemical or biological release or exposure of any kind;
    - (2) **Damage or Consequential Loss** directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment unless otherwise specifically insured herein,
  - (ii) but this shall not exclude **Damage** to Property Insured or **Consequential Loss** resulting therefrom caused by seepage and/or pollution and/or contamination (including that involving chemical and/or biological and/or mineral agent) which itself results from **Damage** caused by an **Act of Terrorism**.

Provided that:

- (i) such **Damage** is derived from pollutants and/or contaminants owned by, or in the care, custody or control of the Insured, and
  - (ii) such pollutants and/or contaminants are insured by this Policy; and
  - (iii) such **Damage** shall be subject to the sub-limit stated in the Schedule
- (e) **Damage or Consequential Loss** caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
  - (f) **Damage or Consequential Loss** caused by malicious **Damage**, strikes, riots or civil commotion unless **Damage** is caused directly by an **Act of Terrorism**.
  - (g) Loss or increased cost as a result of threat or hoax.
  - (h) **Damage or Consequential Loss** caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service unless otherwise specifically insured herein.
  - (i) **Consequential Loss** other than expressly provided under Insuring Clause 2.2 of this policy
  - (j) Loss of use, delay or loss of markets, loss of income, depreciation, or reduction in functionality

# How to make a complaint

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Tristar Special Risks Limited are committed to delivering the highest standards of customer care. **We** are always interested in **Your** feedback and **You** can contact us on the following telephone number or via email:

Tel: +44 (0) 203 858 0039

Email: [complaints@tristarspecialrisks.com](mailto:complaints@tristarspecialrisks.com)

## Our commitment to you

- We will make sure all the information we give **You** will be clear, fair and not misleading.
- We will always try to be fair and reasonable whenever **You** need the protection of this policy.
- We will also act promptly to provide that protection.

## If things go wrong

Whilst **We** will make every effort to maintain the highest standards, **We** recognise that there may be some occasions when **We** fail to satisfy the particular requirements of our customers. **We** therefore have in place procedures to investigate and remedy any area of concern. In such circumstances **We** promise:

- To acknowledge any formal complaint in 5 working days or less.
- To have the issues reviewed fairly by a person of appropriate seniority and authority.
- To identify the person managing **Your** complaint in our original letter of response.
- To respond fully to **Your** concern or complaint within a maximum of 4 weeks. If for any reason this is not possible, **We** will write to **You** promptly to explain why **We** have been unable to finalise the matter quickly. **We** will also let **You** know when **We** will contact **You** again.

If **You** are still not satisfied with the way in which **Your** complaint has been dealt with **You** can contact:

## Financial Ombudsman Service

If **You** are still unhappy following receipt of our final response if the Insurer subscribes to the service, **You** may be able to also refer the dispute to the Financial Ombudsman Service who will review **Your** case on an independent basis. Their address is:

The Financial Ombudsman Service

Exchange Tower, London E14 9SR

Tel No: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Tel No: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If **You** take any of the action mentioned above, it will not affect **Your** statutory right to take legal action.

## Authorisation

Lancashire Insurance Company (UK) Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our FCA Firm Reference Number is 450965.

**You** can check this on the FCA's register by visiting the website [www.register.fca.org.uk](http://www.register.fca.org.uk) or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

Tristar Special Risks Limited  
Compass House, 30-36 East Street,  
Bromley, Kent BR1 1QU

Tristar Special Risks Limited (FCA FRN 830386)  
is an Appointed Representative of Tristar Underwriting Limited (FCA FRN 496746)  
who are authorised and regulated by the Financial Conduct Authority

Registered Office:  
Compass House 30-36 East Street  
Bromley, Kent BR1 1QU  
Registered in England Number: 11751061

Trading platform: [tristarspecialrisks.com](http://tristarspecialrisks.com)

Useful email addresses:  
[admin@tristarspecialrisks.com](mailto:admin@tristarspecialrisks.com)  
[underwriting@tristarspecialrisks.com](mailto:underwriting@tristarspecialrisks.com)  
[complaints@tristarspecialrisks.com](mailto:complaints@tristarspecialrisks.com)  
[accounts@tristarspecialrisks.com](mailto:accounts@tristarspecialrisks.com)  
[claims@tristarspecialrisks.com](mailto:claims@tristarspecialrisks.com)



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