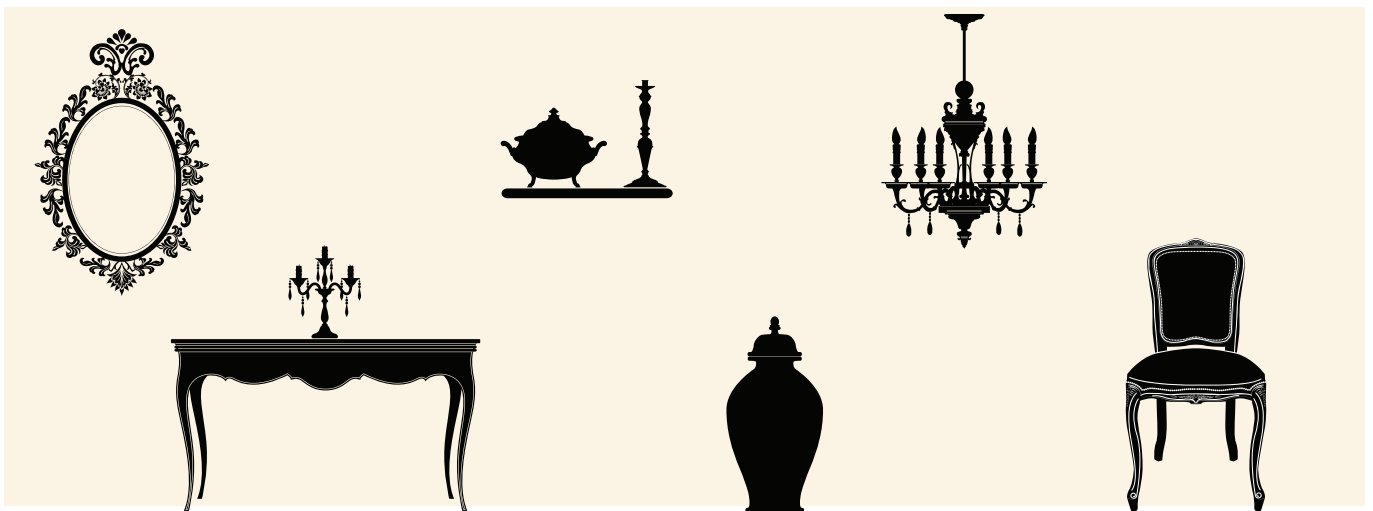




Connoisseur Policies Ltd
Certificate of Insurance for Collections of Antique
and Fine Art Items on Exhibition Indoors
www.connoisseurunderwriting.com



Call
01306 734 600

Email
jw@connoisseurunderwriting.com

Underwritten for Connoisseur Policies Ltd.
by certain Syndicates at Lloyd's

LLOYD'S



Definitions

In this certificate the following words have the following meanings;

- 1 You/Your means the person insured whose name appears in the schedule attached to this certificate or Your executors or administrators as applicable
- 2 We/Us/Our means (of) underwriters at Lloyd's who subscribe to this contract (see Insuring Clause)
- 3 Damage means physical loss Damage or destruction including theft
- 4 The Exhibition means the location where the Collection is displayed, as defined in the schedule

Insuring Clause

This is to certify that in accordance with the authorisation granted under this contract the number or subsequent numbers of which is shown in the schedule to the undersigned by certain underwriters at Lloyd's (whose names and the proportions written by them – which will be supplied on application – can be ascertained by reference to this contract bearing the seal of Lloyd's Policy Office) and because You have paid the premium We Our executors and administrators are bound by this certificate (each for Our own part and not one for another and in respect of Our own proportion only) to insure You in accordance with the terms and conditions contained in this certificate or endorsed onto it.

In witness this certificate has been signed at South House 21-37 South Street Dorking Surrey RH4 2JZ on the date set out in the schedule by

Connoisseur Policies Ltd.

Information given to Us

The information You have given to Us whether in Our proposal form or any other written or oral representations to Anthony Wakefield & Co.Ltd. or Connoisseur Policies, Ltd. directly or through Your agent or to Us is information on which We have relied in accepting You for insurance at the premium and terms of this certificate. If You have concealed facts that could have influenced Our or Anthony Wakefield & Co. Ltd.'s decision We are entitled to cancel the certificate regardless of Standard Condition 3 render the insurance null and void and all claims You have made shall be forfeited. You are also under a continuous duty of disclosure to Anthony Wakefield & Co. Ltd or Connoisseur Policies, Ltd. and Us therefore if there is any fact or circumstance arising in the future which could affect Our acceptance terms or rating of this certificate You must declare it to Us. If You are unsure whether to declare or not You should make a declaration

The Collection

We shall indemnify You for losses arising out of Damage to Your collection or to a collection for which You are responsible but which belongs to someone else. This Damage must occur during the period of insurance. Your claim shall be calculated on the following basis

We will at our option, repair, replace or pay for any article lost or damaged that is listed in the schedule of items specified in the policy.

Otherwise, the basis of settlement shall be calculated at the Sale Price less 20% or the Selling Price for items that have been sold but not collected.

Special conditions

- 1 We shall not indemnify You for more than the applicable limit of liability set out in the schedule
- 2 if Damage to any item is partial We shall indemnify You for the cost and expense of restoration plus any resultant depreciation. This amount shall not exceed the full value of the item as calculated above
- 3 if We decide to indemnify You for the full amount of any item pair or set We shall become the full owners and We reserve the right to take possession of the item pair or set



Conditions applicable to the Whole of this Insurance

- 1 In no event shall We pay more in total than the greatest sum set out in the schedule
- 2 The sum insured You have selected must be adequate to cover Your collection and any items for which You are responsible on the basis set out in Section 1. If it is not then Your claim payment shall be reduced proportionally
- 3 You must take all reasonable care and measures to protect Your property and to maintain it in a good and proper condition
- 4 You must make sure that Your collection is adequately displayed and that suitable fixings are used to hang any items on or fix them to walls or any other structure
- 5 We are subrogated to the extent of Our payment for Damage to all Your rights and remedies against any party in respect of the Damage and We shall be entitled at Our expense to sue in Your name. You shall give Us all assistance in Your power as We may require to secure those rights and remedies and at Our request shall execute all documents necessary to enable Us effectively to bring suit in Your name. We shall be entitled to all recoveries from any third party up to the amount of Our outlay including Our costs and expenses
- 6 You shall have the right to purchase from Us any property recovered for which the full sum insured has been paid at the greater of either the amount of the settled claim plus interest from the date of settlement at a relevant bank rate plus loss adjustment and recovery expenses or the fair market value at the time of recovery
- 7 If You make a claim knowing it to be false or fraudulent in whole or in part We shall not indemnify You and cover shall cease forthwith
- 8 All information given to us at the time of arranging this insurance for you, which relates to the physical security in force during the Exhibition must be correct for the entire duration of the Exhibition, including the setting up and breaking down period. You must inform Us immediately of any change in circumstances (see the Information given to Us wording above)
- 9 In the event of a claim or claims that would indicate that further claims are likely to occur we are entitled to give you 7 days notice of cancellation at any time during the period of the Exhibition. No refund of premium will be granted under these circumstances.

Claiming Compensation

- 1 if any Damage happens You shall give Us written notice of it within 2 working days of its occurrence. If You do not give us this written notice within the 2 working day period Your claim shall be invalidated
- 2 if Damage by malicious persons or theft is suspected You shall inform the police as soon as practical and take all reasonable steps to recover the loss
- 3 You shall give Us at Your own expense all reasonable particulars information and assistance
- 4 We shall be entitled in Your name to conduct the defence of the settlement of or to prosecute for Our own benefit any claim and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- 5 You shall allow Us or Our representatives to enter the Premises and to take keep possession of or deal with the property insured in any reasonable manner. You may not abandon property to Us
- 6 if the property that is the subject of a claim is covered or would be covered except for this provision by any other policy We shall share the loss proportionally with any other insurer

Exclusions applicable to the whole of this insurance

- 1 Any Damage directly or indirectly resulting from or consequent upon or contributed to by;
 - a) i) war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - ii) Damage caused by or resulting from confiscation nationalisation requisition or destruction of or Damage to property by or under the order of any government public or local authority
 - b) i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - iii) nuclear reaction nuclear radiation or radioactive contamination
- 2 Damage caused by or resulting from;
 - i) natural ageing gradual deterioration inherent defect rust or oxidation moth or vermin warping shrinking repairing restoring retouching or any similar process
 - ii) aridity humidity exposure to light or extremes of temperature unless such Damage is caused by storm flood escape of water from fixed water tanks apparatus or pipes or fire
 - iii) theft or dishonesty committed by or in collusion with any principal shareholder (beneficial or otherwise) partner director or other officer or any of Your employees or any person to whom insured property is entrusted or loaned.



- 3 Damage directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to this loss. For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and or the threat thereof of any person or group(s) of persons whether acting alone or in connection with any organisation(s) or government(s) 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. We also exclude Damage cost or expense of whatever nature caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism. If We allege that Damage is not covered by the insurance by reason of this exclusion the burden of proving the contrary shall be upon You.
- 4 the first £250 of any Damage
- 5 Damage discovered whilst taking inventory or any mysterious disappearance or unexplained loss
- 6 Damage from or caused by electrical or mechanical fault or breakdown

Complaints

Although we always try to give the highest levels of service, we do appreciate that things can occasionally go wrong. If you are unhappy with our service, please contact us with details of what has happened. We shall:-

- acknowledge your complaint within 2 working days of receipt
- try to resolve the complaint within 5 working days
- conduct an assessment of your complaint and respond to you

Please note that some complaints require fuller enquiry than others. If this is the case, we shall contact you within 20 working days to give you an expected date of response. Alternatively or conjointly, you may refer your complaint to your Insurers, who will deal with it under their stated complaints procedure.

If you feel that our response does not resolve your issue, you may refer the matter to the Financial Ombudsman Service at South Quay Plaza, 183, Marsh Wall, London, E14 9SR, however, the Ombudsman will only consider your complaint if,

- 1 you have referred the matter to us and/or your Insurers,
- 2 you are a private policyholder or a business with a group annual turnover of less than £1,000,000, a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000.

Providing you meet these criteria and we have not managed to resolve your complaint within 40 working days of your having made it, you may refer direct to the FOS.