



The Connoisseur®
Art & Antiques Dealers Trading from Home Policy
Certificate of Insurance



www.anthonywakefield.com

01306 740555



Anthony Wakefield & Company
Fine Art & General Insurance Brokers



Introduction

Thank **You** for choosing Anthony Wakefield & Company Limited for **Your** insurance.

This document together with the Schedule and any endorsements attached form **Your** insurance.

The written authority number B1262BW0166519 allows Anthony Wakefield and Company Limited and Connoisseur Policies Ltd. to sign and issue this policy on behalf of AXIS Managing Agency Ltd.

Words in **Bold** type have been given specific meanings which are set out in Definitions detailed below.

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 AXIS Managing Agency Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicates 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).
- 3 **Damage** means physical loss or **Damage** which is sudden and unforeseen by the insured.
- 4 the **Premises** means **Your** home address, the antiques centre at which **You** trade (as defined in the Schedule) or any indoor fair or show at which **You** have or share a stand.

Insuring Clause

In consideration of **You** paying **Us** the premium detailed in the schedule, **We** agree to insure **You** in the manner and to the extent provided for in the schedule in respect of covered events occurring during the Period of Insurance set out in the schedule, and for any further period(s) that may be mutually agreed upon.

Our obligations under contracts of insurance to which **We** subscribe are several and not joint and are limited solely to the extent of **Our** individual subscriptions. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

The Schedule sets out **Your** Sums Insured and the Sections of the document which are operative. Please read the Schedule and this document and return it as soon as practicable if it is not in accordance with **Your** requirements.

IN WITNESS whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

Anthony Wakefield and Company Limited.



Information **You** have given **Us**

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this contract of insurance as if it never existed and decline all claims.

If **We** establish that you carelessly provided **us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example **We** may:

- 1 treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- 2 amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- 3 charge **You** more for your insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- 4 cancel **Your** insurance in accordance with the Cancellation section in this document.

We or **Your** insurance broker will write to **You** if **We**:

- 1 intend to treat this insurance as if it never existed; or
- 2 need to amend the terms of **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker or agent as soon as practicable.

Section 1 – The Stock

We shall indemnify **You** for losses arising out of **Damage** to **Your** stock or for stock 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

- a the selling price of any item(s) **Damaged** (as ascertained from **Your** records) less 20% for items that belong to **You**
- b the selling price for items **You** have sold but which have not been delivered to the purchasers
- c the purchase price plus any fee or commission that **You** have pre-agreed in writing for items bought on behalf of **Your** client
- d the lesser of the market value immediately prior to **Damage** or **Your** legal liability to the third party for items in **Your** care custody or control.

Special conditions applying to section 1

- 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
- 4 **We** shall not indemnify **You** for any **Damage** arising out of any loss covered by Section 2



Section 2 – Defective title

We shall indemnify **You** for up to 25% of the sum insured against all sums that **You** either become liable to pay or that **You** suffer by reason by any vendor's lack of title or defective title to goods dealt with or purchased by **You**.

We shall also indemnify **You** if there is any charge or encumbrance affecting the goods whether or not the lack of title or the existence of the charge or encumbrance arises from any hiring or hire purchase agreement affects the goods.

We shall also pay legal costs and expenses recoverable by any claimant and all costs and expenses that **We** authorise **You** to incur in writing. **We** shall not cover **Damage** by reason of any duly registered bill of sale affecting the goods in question.

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** stock and stock 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 Stock must be adequately packed for transit or packed by professional packers
- 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 A If **You** make a fraudulent claim under this insurance, **We**:
 - i) Are not liable to pay the claim; and
 - ii) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - iii) May by notice to **You** treat this insurance as having been terminated with effect from the time of the fraudulent act.B If **We** exercise Our right under 7A iii) above:
 - i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - ii) **We** need not return any of the premiums paid.
- 8 for items stored at **Your** home address, the **Premises** must be protected by a security alarm which is installed and maintained (in accordance with the manufacturer's recommendations) by a company certified by the NSI or SSAIB

General 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



General Exclusions applicable to the whole of this insurance (continued)

- 2 **Damage** caused by or resulting from;
 - A natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping, shrinking, repairing, restoring, retouching or any similar process
 - B 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
 - C 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
- 7 any **Damage** to stock where **You** have not kept proper stock records and account books in which all sales and purchases for which **You** are responsible are recorded
- 8 **Damage** arising out of the acceptance of cheques, credit or debit cards which are not honoured by the issuers or the acceptance of counterfeit currency in payment for purchases of stock
- 9 **Damage** from in or on unattended vehicles
- 10 **Damage** to jewellery outside the **Premises** unless carried by a responsible person authorised by **You**
- 11 **Damage** occurring outside the United Kingdom, the Isle of Man or the Channel Islands
- 12 **Damage** occurring at the **Premises**, unless there are signs of forcible and violent entry to or exit from the **Premises**
- 13 **We** shall not indemnify **You** for **Damage** to any item which is in the care, custody or control of any other person or business if indemnity is provided under a separate contract of insurance or indemnity arrangement held by that person or business.

Cancellation

You can cancel this insurance at any time by writing to **Your** broker or agent.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- 1 non payment of premium;
- 2 a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- 3 non-cooperation or failure to supply any information or documentation **We** request; or
- 4 threatening or abusive behaviour or the use of threatening or abusive language.



Refund of premium

You have a statutory right to cancel this insurance by writing to **your** broker or agent within 14 (fourteen) days of either:

1. the date **You** receive this insurance documentation; or
2. the start of the **Period of Insurance**

Whichever is the later.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Claiming compensation

- 1 if any **Damage** happens **You** shall give **Us** written notice of it within 30 days of its occurrence. If **You** do not give **Us** this written notice within the 30 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

Broker Contact Details

To submit an insurance claim, **Our** contact details are

Anthony Wakefield & Company Limited at:

South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ

Tel: **01306 740 555**

E-mail: **aw@anthonywakefield.com**

Website: **www.anthonywakefield.com/customer-care-and-help**

Complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to either **Us** or the Complaints team at Lloyd's

Our address is

Complaints

AXIS Managing Agency Limited

52 Lime Street, London EC3M 7AF

Tel: **020 7050 9000**

Fax: **020 7050 9001**

E-mail: **complaints@axiscapital.com**



Complaints (continued)

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street, London EC3M 7HA

Tel: **020 7327 5693**

Fax: **020 7327 5225**

E-mail: **complaints@lloyds.com**

Website: **www.lloyds.com/complaints**

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from **www.lloyds.com/complaints**. Alternatively, **You** can ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **You** are dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer it to an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service

Exchange Tower, London

E14 9SR

Tel: **0800 023 4567** (calls to this number are free from "fixed lines" in the UK)

Tel: **0300 123 9123** (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

E-mail: **complaint.info@financial-ombudsman.org.uk**

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman

PO Box 114

Jersey

Channel Islands

JE4 9QG.

Tel: **Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.**

Fax: **+44 1534 747629**

E-mail: **enquiries@ci-fo.org**

Website: **www.ci-fo.org**

If **You** purchased this insurance online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: **http://ec.europa.eu/odr**

This complaints procedure does not affect **Your** right to take legal action.

Compensation

We are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available by **visiting their website**.

Financial Services Compensation Scheme

PO Box 300, Mitcheldean, GL17 1DY

Tel: **0800 678 1000**

International calls +44 207 741 4100

Website: **www.fscs.org.uk**

Law and Jurisdiction

Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



Data Protection Notice

For the purposes of this Notice, **We/Us/Our** includes certain **Underwriters** at Lloyd's, the **Coverholder Anthony Wakefield & Company Limited** and any agents. **You/Your** includes the **Insured**, and anyone who provides data to the **Coverholder**, or who is or becomes insured by **Us** under a contract of insurance (the **Policy**).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including **Personal** information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary **Personal** data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **You** should review.

Data Protection Notice (continued)

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as **Family**, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the policy, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact **Anthony Wakefield & Company Limited** at:

South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ

Tel: **01306 740 555**
E-mail: **aw@anthonywakefield.com**
Website: **www.anthonywakefield.com**

For information relating to the Underwriters, please contact:

The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF

E-mail: **dpo@axiscapital.com**
Phone: **0207 877 3907**

If **You** are/is not satisfied with the way in which any **Personal** data has been managed, **You** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: **0303 123 1113** (local rate)
or **01625 545 745** (national rate)
E-mail: **casework@ico.org.uk**
Website: **www.ico.org.uk**



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LLOYD'S

Commercial, Household and Specialist Policies Including Antique Dealers and Collectors
South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ
Authorised and Regulated by the Financial Conduct Authority

Tel: 01306 740 555 Fax: 01306 740770