

Connoisseur Underwriting

Bespoke, flexible and above all, affordable insurance

Auctioneers' Insurance Policy Document





Lloyd's Insurance

Effected through

Connoisseur Underwriting

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract (the number of which is specified in the **Schedule**) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, **we** are hereby bound, severally and not jointly and are limited to **our** individual subscription, **our** Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

We are not responsible for the subscription of any co-subscribing insurer, who, for any reason does not satisfy all or part of its obligations.

If **you** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

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

Managing Director Connoisseur Underwriting

Parties involved in your policy

Connoisseur Underwriting	Coverholder or underwriters who Underwrite your policy on behalf of Beazley
Beazley	The insurance company who indemnifies your policy
Lloyds of London	The world's leading insurance market providing specialist insurance services to businesses in over 200 countries and territories

Beazley Auctioneer's Insurance Policy

In return for the payment of the premium shown in the **schedule**, **we** are insuring **you** against all risks of physical loss or **damage** or expense sustained during the **period of insurance** shown in the **schedule** or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule** excess of the applicable **deductible** stated in the **schedule**.

This policy only covers those sections specifically stated in the **schedule**.

This document, the **schedule** and any endorsements constitute **your** contract of insurance with **us**. It should be kept in a safe and secure place (particularly as it refers to values).

In accepting this policy and preparing the **schedule**, **we** have relied on the information and statements provided to **us** by **you** and **your** insurance broker in correspondence, proposal forms and other communications. If this is not accurate (or circumstances change in such a way as to affect this insurance i.e. anything that changes the risk), **you** must tell **us** immediately as not doing so may void **your** policy or result in a claim under the policy not being covered.

Please read the documents carefully so that **you** understand the extent of the policy cover, **your** obligations under it and to ensure that it meets **your** needs.

Any enquiry or complaint that **you** have should be addressed initially to **your** insurance broker. If **you** are not satisfied with the outcome, please follow the Disputes and Complaints Procedure attached.

Definitions

Act(s) of terrorism	Act(s) 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 on behalf of 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.
Agreed value	The value agreed by you and us for the purpose of this policy only. No representation is made by us that those values represent the market value or any other basis of value.
Agreed value schedule	A schedule containing items where you have agreed the value with us .
Bodily injury	Physical injury, or disease, but not mental injury or disease, or death resulting therefrom. This does not include any naturally occurring condition, degenerative process or any gradually operating cause.
Building(s)	Your business premises , specifically agreed by us at a named location(s) . It shall be the physical structure, boilers, pipes, tanks, central heating, air conditioning plant, garages, walls, gates, fences and cables servicing the premises within their boundary and shall exclude those items defined as contents in Section Three.
Business	The business described by you in the proposal form or other written information given to us .
Consequential loss	Damage , cost, expense or other financial liability incurred that is not directly attributable to the insured event , including loss of market.
Contents	<ul style="list-style-type: none"> • General office goods • Items specifically referred to in Section Three <p>Contents does not include Jewellery and/or watches or anything specifically covered under any other section.</p>
Cost price	The amount that you paid to acquire an item, including any buyer's premium, costs associated with transporting the item to your premises from the place of purchase and costs you have incurred in restoring or framing the item so as to bring it to a saleable condition.
Damage	Physical loss or damage which is sudden and unforeseen by you .
Deductible(s)	An amount, as specified in your schedule , that we will deduct from each claim.
Depreciation	The reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement in Section One and its condition prior to the damage .
Economic repair	Any repair that costs up to the value specified in the schedule or up to the market value whichever is the lesser.
Employee(s)	<ol style="list-style-type: none"> 1 any person under a contract of service or apprenticeship with you. 2 any labour master or person supplied by him or any person supplied by a labour only sub-contractor. 3 any self employed person. 4 any person hired to or borrowed by you. 5 any person under a work experience scheme working for you in connection with the Business.
Event(s)	Any one or all occurrences of a series arising out of one original cause. This shall include, but not be restricted to, several occurrences of injury including death, illness or disease or damage to physical property relating to the same fault in design manufacture instructions for use or labelling or attributable to supply of the same products or products showing the same defect or the same action or failure to act and shall be treated as one single occurrence , irrespective of the number of injured parties, actual claimants or eligible claimants.
Extra expenses	Expenses incurred solely, reasonably and necessarily to mitigate loss of income .
Fittings	Items not permanently attached to the building(s) and that can be removed without damage .
Fixtures	Items permanently attached to the building(s) .
Glass	Fixed glass in the frontage, windows, doors, fanlights, and display cases of your premises .
In the open	Not in an area that can be locked or secured.
Income	Money received or receivable by you for goods sold and services provided in the course of your business plus VAT if not reclaimable.
Insured Person	Any director, principal, partner or employee of your business .
Insured Property	All buildings and other items insured under this policy.

Definitions - continued

Jewellery and/or watches	Watches gemstones, pearls or items of gold or silver or other precious or semi-precious metal and/or articles comprising them, designed to be worn on the person.
Loss of limb	Severance at or above the wrist or ankle.
Lot(s)	Any physical items of art or antiques offered for sale or sold by you described in the proposal form or other information provided by you to us .
Loss of use of limb	Permanent loss of use of a hand, arm, foot or leg.
Market value	The price a willing buyer would pay to a willing seller with good title at the place the item(s) were located immediately prior to the loss after a reasonable period for marketing the lot(s) , taking into account the state of the market for items of that type, the size, condition and provenance and if a work of art its position within the artist's body of work.
Money	Cash, uncrossed cheques, uncrossed bankers drafts, uncrossed postal and money orders, travellers' cheques, business travel tickets, gift vouchers, unexpired units in franking machines, unused current postage stamps, and bills of exchange, which are either your property or for which you are responsible and are held for business purposes.
Named location(s)	Locations specified in the schedule .
Non negotiable instruments	Crossed cheques, crossed bankers' drafts, crossed postal and money orders, VAT purchase invoices, National Savings certificates, premium bonds, credit card and debit card sales vouchers, which are either your property or for which you are responsible and are held for business purposes.
Occurrence	All events arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10 mile radius and no event occurring outside such period and/ or radius shall be included in that event .
Period of insurance	The time for which this policy is in force as shown on your schedule .
Personal possessions	Items customarily carried on or about the person.
Premises	The permanent business address(es) specified in the schedule , but not any outdoor part, outbuildings or the common parts of any leased or rented premises , unless cover on these is agreed by us .
Product	Any commodity(ies) or good(s) or any thing(s) including packaging, containers and labels so supplied hired out constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of you or any structure(s) constructed, erected or installed or contract work(s) executed by or on your behalf in the course of the business .
Robbery	Where a person steals and immediately before or at the time of doing so and in order to do so, he/she uses force on any person, or puts or seeks to put any person in fear of being then and there subjected to force.
Schedule	A schedule containing the limits of indemnity and deductibles .
Selling price	The price at which you offer an item for sale or, for sold items, the amount entered on your sales invoice. Where used in the basis of valuation, selling prices must be detailed in your stock records.
Stock	A physical item of art or antiques of the type described as being traded by you in the proposal form or any other information provided by you to us
Subsidiary or subsidiaries	As defined in Section 736(1) of the Companies Act 1985.
Temporary	For a period not exceeding 90 days.
Temporary total disablement	Disablement which entirely prevents the insured person from engaging in their usual business or occupation.
Unattended vehicle	Any road vehicle which does not have an adult actually inside it or upon it, whose responsibility it is to protect the art or contents .
Vicinity	Within a radius of one mile.
War	Invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war , rebellion, revolution, insurrection, military or usurped power.
We, us and our	The insurer specified in the schedule .
You or your	The named insured(s) in the schedule .

Customer Service Information

How we use your information

Please visit www.beazley.com/london_market/privacy_and_cookies_statements.html for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Beazley plc (**we, us, our**) and may be used by **us, our employees**, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**.

We will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.

- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **our** legal rights.
- **You** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Beazley Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

SANCTIONS CLAUSE

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Employers Liability Tracing Office

Certain information relating to **Your** insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- To identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- To identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy **you** will be deemed to specifically consent to the use of **your** insurance Policy data in this way and for these purposes.

General conditions applying to all sections

1 Access

You must allow **our** surveyor access to **your premises** on reasonable notice. **You** agree to carry out any reasonable requirements made by **us** following that survey within the specified time frame. In the **event** of a claim, **you** must allow **our** claims representative or an appointed adjuster similar access.

2 Cancellation

You may cancel this policy at any time by writing to **us**. **We** may cancel for any reason by giving thirty (30) days notice in writing sent by first class mail to **you** at **your** last known address. Notice will be deemed to have been given on posting if sent by first class mail and properly addressed. As soon as reasonably possible after cancellation has taken place, repayment of any unearned premium will be made on a pro rata basis for the period that **we** are on risk less any claims already paid under this policy. If a claim has been made but not paid, the amount of the alleged claim will be off set against return premium until the claim has been adjusted. If the claim is less than the return premium any excess premium will be paid to **you**.

3 Fair Processing Notice

This Privacy Notice describes how the insurer stated in the **schedule** (for the purpose of this notice "**we**", "**us**" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**you**") when **we** are providing **our** insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this policy, will be used by the Insurer for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global **business**, **we** may transfer **your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: beazley.complaints@beazley.com

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: https://www.beazley.com/london_market/privacy_and_cookies_statements.html

4 Dispute Resolution

If **we** and **you** are not able to agree any question of valuation, the dispute will be referred to an independent third-party expert in the relevant field. If **we** and **you** cannot agree on an expert, then **we** and **you** must each propose a name and then **we** and **you** will be bound by the midpoint between the valuations given by the two experts. It is agreed that there will be no appeal from this valuation.

5 Due Diligence

You must take all reasonable care and measures to protect the **insured property**, to maintain it in good and proper condition and to avoid and minimise any losses under the policy.

6 Governing Law and Jurisdiction

Unless otherwise agreed in writing, this policy is governed by the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

7 Information

We have accepted and set the terms of this policy based on the information provided by **you** and any agent. If this is not accurate or circumstances change in such a way as to affect this policy, **you** must immediately tell **us**. Without prejudice to any other rights **we** may have in respect of any misrepresentation or non-disclosure that may have occurred, **we** may, at **our** discretion, impose conditions for continuing cover including an increase in premium.

General conditions applying to all sections - continued

8 Joint Insureds

The total amount that **we** will pay will not exceed the amount that **we** are liable for to any one insured as defined on the **schedule**.

9 Packing and Transportation

You must ensure that the **stock** is securely and adequately packed in storage and whilst in transit so as to withstand the normal hazards associated with storage or transit. If **you** fail to comply, **we** will have the option to decline any claim.

10 Premium payment

You undertake that the premium will be paid in full to **us** within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to **us** by the end of the 30th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due), the policy will automatically terminate on that date without further notice. Premium will be due to **us** on a pro rata basis for the period that **we** are on risk but the full policy premium shall be payable to **us** in the **event** of a loss or **occurrence** prior to the date of termination which gives rise to a valid claim under this policy.

11 Protections Maintenance

- 1 **You** must ensure that all physical protections notified to **us** are engaged whenever the **named location(s)** are left unattended and that all keys to all safes, strong rooms and final exit doors are removed. If **you** fail to comply, **we** will have the option to decline any claim.
- 2 **You** must ensure that all fire alarm and security systems notified to **us** are activated whenever the **named location(s)** are left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this policy. All systems must be comprehensively and regularly serviced under contract by a reputable company at least annually. If **you** fail to comply, **we** will have the option to decline any claim.
- 3 Each external door must be kept locked even during opening hours unless such door is within the sight of at least one **employee** during opening hours and locked at all other times, failing which **we** will have the option to decline any claim.

12 Lot(s) - Consignments (and lot(s) given 'on approval')

For **lot(s)** consigned to **you** for sale (or for **lot(s)** that **you** give out 'on approval') **you** must issue a dated consignment note, failing which **we** will not be liable for any claim in respect of the **lot(s)** other than **your** legal liability therefor.

Consignment notes must incorporate the following:

- i the name of the consignee and consignor
- ii a statement specifying which party will be responsible for any loss or **damage**
- iii a description of each **lot** consigned
- iv the consignment value of each **lot** consigned, as agreed between **you** and the consignor, not to exceed the current **market value**.

Lot(s) must not be further consigned without **your** prior authorisation or that of the owner of the **lot**.

This condition does not apply to **lot(s)** where the mid-estimate price prior to auction is less than GBP 1,000 or €1,200

13 Records

You must keep and maintain records of all **lot(s)** consigned to **you**. These records must be available for inspection by **us** or **our** representatives at any time. during the **period of insurance** or in the **event** of a claim. **Lot(s)** not recorded are not covered under this policy.

This condition does not apply to **lot(s)** where the mid-estimate price prior to auction is less than GBP 1,000 or €1,200

14 Third Parties

You and **we** are the only parties to this policy. No bailee or any person to whom the **insured property** is entrusted for any purpose, including transit or storage, has any rights under this policy. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15 Enforceability

If any provision of this wording is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this wording which will remain in full force and effect.

16 Sanctions

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims conditions applying to all sections

1 Notice of Loss

As soon as **you** become aware of any matter that may give rise to a claim under this policy, notice must immediately be given to the police if a crime is suspected, and to **us** as soon as reasonably possible, and in any **event** within 30 days of the incident or **we** may at **our** discretion elect not to cover the loss. **You** must immediately forward to **us** any letter claim or legal document relating to a claim made against **you**. **You** must give **us** such relevant information and evidence as may reasonably be required and must co-operate fully in the investigation or adjustment of any claim.

You must not admit liability or commence negotiations with any third party without **our** written consent.

If the claim relates to loss or **damage** caused by or while in the custody of a third party, **you** must immediately notify them in writing of the loss or **damage** and of **our** interest as **your** insurer.

2 Costs and Expenses

Where provision is made in this policy for the insurance of costs and expenses, cover is limited to costs and expenses incurred:

- i wholly and necessarily by **you**;
- ii solely in defence or mitigation of the relevant claim or liability;
- iii with **our** prior written consent;
- iv that are not fines or penalties.

3 Transfer of Ownership

Following payment of the full sum insured for any item, pair or set, title will pass to **us** and **we** will have the right, but not the obligation, to take possession of the item, pair or set.

4 Subrogation

We may pursue in **your** name but at **our** expense, recovery of any amounts paid or payable under this policy. **You** shall give **us** such assistance as **we** may reasonably require including **your** agreement to commence proceedings. In the **event** of a recovery, following subrogation, **our** loss (including costs of recovery) will be reimbursed to **us** prior to **you** being paid **your deductible** and any excess.

5 Right to settle claims with third parties

1 For claims for property entrusted to **you**:

We may adjust losses with the owners of lost or **damaged** property for which **you** are claiming under this Policy. If **we** pay such owners, such payments will satisfy **your** claim against **us** for the owners' property. **We** will not pay the owners more than their financial interest in the covered property or the sum insured in accordance with the applicable basis of settlement for the claim under **your** policy, whichever the lesser.

2 For liability claims:

We shall have the right at any time to negotiate with any claimant and in the **event** that **we** are able to settle the claim but **you** wish to continue to defend the claim, **you** must accept as full and final discharge of all **our** liability under this policy (whether then known or unknown) payment to **you** of the amount **we** could have paid the claimant to settle the claim and any associated legal costs for which **we** are already liable at that point.

General exclusions applying to all sections

This policy does not cover:

1 Loss, **damage** or expense caused by or resulting from:

- i natural ageing, gradual deterioration, inherent vice, latent defect, rust or oxidation, moth or vermin, warping or shrinkage, mould, insects, fungus, mildew, corrosion, nature of the subject matter insured;
- ii aridity, humidity, exposure to light or extremes of temperature unless such loss or **damage** is caused by storm, frost or fire or another sudden unforeseen **event**;
- iii any process or, alteration, refurbishment, repair, maintenance; dismantling, restoration, decoration, heating, drying, cleaning, washing, or dyeing;
- iv **damage** by subsidence, ground heave, landslip or landslide caused by or consisting of:
 - a the settlement or bedding down of structures which are less than twelve (12) months old since completion;
 - b the settlement or movement of made-up ground which is less than twelve (12) months old since completion;
 - c coastal or river erosion;
 - d demolition, construction, structural alteration or repair of any property, groundwork or evacuation;
 - e faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - f coastal or river erosion;
 - v a wilful act by **you** or any person insured under this policy;
 - vi electrical or mechanical fault or breakdown. This exclusion shall not apply to loss or **damage** resulting from the fault or breakdown other than to the equipment which suffers the breakdown;
 - vii lopping, topping or felling of trees and shrubs;
 - viii rising damp and rot;
 - ix the escape of water from inside tanks, apparatus or pipes unless the temperature of the water inside the **building(s)** is maintained to at least 5 degrees Celsius or such equipment is drained and shut off at the mains supply to the **building(s)**;
 - x confiscation, nationalisation, requisition or destruction of or **damage** to the **building(s)** by or under the order of any government or public or local authority;
 - xi theft or attempted theft from **building(s)**, or part thereof, that has been lent or let to someone not insured hereunder unless entry is made using force or violence;
 - xii misuse of any property insured under this policy.
 - xiii the fraudulent use of a credit card or debit card to purchase **stock** and/or **lots** from **you**, provided that this exclusion shall not apply to the first £5,000 of any such loss due to the permanent withholding of funds by a provider of a merchant account as a result of such fraud.

2 Loss, **damage** or expense or liability directly or indirectly arising from, caused or contributed by or happening through or in consequence of:

- i the corruption, loss or failure of computer data or hardware or software;
- ii **war**
- iii biological or chemical contamination caused by or resulting from **act(s) of terrorism**. This includes poisoning or preventing or limiting the use of the **building(s)** due to the effects of any biological or chemical agent;
- iv nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- v seepage, pollution or contamination unless caused by a sudden, identifiable, unintended and unforeseen accident occurring and discovered within 30 days of the accident during the **period of insurance**;
- vi any incident or **event** which happened prior to the commencement of this policy;
- vii the transmission of any illness, disease or virus;
- viii **building** work with a contract value in excess of GBP 25,000, unless **we** have agreed this in writing;
- ix the use, ownership or possession of any livestock, dog proscribed under Section 1 of the UK Control of Dogs Act 1986 or amending or similar legislation or animal proscribed under the UK Wild Animals Act 1976 or amending or similar legislation;
- x Avian Influenza or any mutant variation thereof;
- xi theft, fraud or dishonesty committed by:
 - a any of **your** directors, partners, **employees**, agents or associates
 - b anyone to whom **lots** are consigned or otherwise directly or indirectly entrusted or loaned.

General exclusions applying to all sections - continued

- 3 Fees and expenses incurred by **you** in the preparation of a claim.
- 4 Fines or penalties, punitive or exemplary **damages** of whatsoever nature.
- 5 The cost of routine maintenance and decoration.
- 6 Any claim which is also covered under another policy or would be but for the existence of this policy.
- 7 Death or injury to any living creature (except under Section Six, Seven or Eight).
- 8 Items kept **in the open**, unless specifically declared to **us** as such and agreed by **us** at the applicable premium.
- 9 Loss or shortage discovered while taking an inventory.
- 10 **Damage to lot(s)** unless it is entered in **your** records.
- 11 **Damage** at, or in transit to or from, any trade fair unless specifically notified to and agreed by **us** in advance and detailed in the attached **schedule**.
- 12 **Damage to lots** in or upon **unattended vehicles** except as may be covered under Section One.
- 13 The amount of the **deductible** stated in the **schedule** for each and every loss.
- 14 **Damage to insured property** at a hotel unless kept in the hotel's main safe or in **your** actual personal possession or that of **your employee** or agent.
- 15 **Damage to jewellery & watches**, unless **we** agree cover in writing.
- 16 Mysterious disappearance or unexplained loss.
- 17 **Consequential loss**.
- 18 **Your** or another party's insolvency, scheme of arrangement or similar arrangement.
- 19 Loss, **damage**, injury, cost or expense of whatsoever nature 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 the loss.
- 20 Loss, **damage**, injury, cost or expense of whatsoever nature directly or indirectly 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**
- 21 **Limited Cyber and Data Exclusion**
We will not pay for any:
 - (a) Cyber loss, **damage**, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

 - a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
 - an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
 - a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, we will still cover physical loss or **damage** resulting from that fire, explosion, escape of water, theft or attempted theft.

 - (b) Electronic Data
 loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

Section One: Lots

We will pay, subject to the applicable **deductible** stated in the **schedule**, for **damage** to or loss of **lot(s)** up to the total sum insured as detailed in the attached **schedule** occurring during the **period of insurance** while at the **named location(s)**, or while removed for a **temporary period**, and within the territorial limits stated in the **schedule**.

Notwithstanding General Exclusion 12, **we** will pay up to GBP 10,000 each loss **lot(s)** in all for the **period of insurance** from **unattended vehicles**, providing the vehicle is locked and alarmed and **lot(s)** are not visible from the outside.

Basis of Settlement for Section One: **Lot(s)** Only

- 1 In the **event** of a total loss, the basis of settlement will be:
 - i for **lot(s)** which belongs to **you**, the basis specified in the **schedule**;
 - ii for **lot(s)** sold but not delivered to or collected by the purchasers, the hammer price, excluding all fees, charges and commissions;
 - iii for specified **lot(s)** for which **you** and **we** have agreed a value in writing, the **agreed value**;
 - iv for **lot(s)** prior to auction, the catalogue mid-estimate or **market value**, whichever is the lesser.

- 2 In the **event** of partial **damage** to any **lot(s)**, the amount payable shall be the cost and expense of restoration plus any resulting **depreciation** in value but not exceeding the full insured value of that **lot(s)** as calculated under 1. above.

In no **event** will **we** be liable for more than the total sum insured stated in the **schedule**.

Any disagreements as to the **market value** are to be resolved in accordance with the Disputes Resolution Clause in the General Conditions to the policy.

- 3 Undervaluation; If, at the time of the **damage**, the **lot(s)** sum insured is less than the insurable amount, the amount **we** will pay will be proportionally reduced.

Section Two: Defective Title

Subject to the applicable **deductible** stated in the **schedule**, **we** will indemnify **you** for:

- 1 claims made against **you** arising from the purchase of **stock** for which the vendor had defective or no title, or on which a charge or encumbrance had been placed prior to the purchase, of which **you** were not aware and should not have been aware after reasonable enquiry;
- 2 any liability **you** incur for interest arising out of the claim;
- 3 **your** own legal costs;
- 4 **your** liability for another party's reasonable legal costs arising out of the defective title. Providing always that:
 - i the purchase was made after the date **you** first insured **your business** with **us** under this policy or a previous policy of which this is a renewal;
 - ii the claim is made against **you** during the **period of insurance**;
 - iii **you** do not commence any litigation or other legal process without **our** written consent and **you** inform **us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** written consent;
 - iv **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the relevant lawyer advises are reasonable;
 - v if **you** are required to relinquish possession of the **lot(s)** to another party, **we** will pay the hammer price, excluding all fees, charges and commissions;
 - vi if **you** are required to pay another party's legal costs **we** will pay, a maximum of GBP 10,000.

Our maximum liability under this section is subject to the limit (per claim and in all for the **period of insurance**) stated on **your schedule**. Where there is no limit on the **schedule**, **our** maximum liability under this section will be GBP 10,000 in total per claim and in all for each **period of insurance**.

Section Three: Contents

Subject to the applicable **deductible** stated in the **schedule**, in the **event** of **damage** to **contents** at **your building(s)** during the **period of insurance** (or while removed for a **temporary period**) **we** will pay the cost of **economic repair** or, if the **contents** are lost or **damaged** beyond **economic repair**, replacement cost which will be either:

- a the amount in any listing attached to the **schedule** or
- b if not individually listed **we** will pay the replacement value as new immediately prior to loss.

Additionally, **we** will pay, following **damage** during the **period of insurance**:

- 1 Loss of **money**, not exceeding GBP 5,000 per **occurrence** or loss of **non negotiable instruments**, not exceeding GBP 250,000 per **occurrence** and in all in the **period of insurance**, providing that such **money** and instruments are kept in a locked safe when unattended and outside of **business** hours.
- 2 The cost of reproducing data or records not exceeding GBP 5,000 per **occurrence**, providing all data is backed up at least once a week and off-site back up copies are retained.
- 3 The reasonable cost of tracing and accessing a leak from **your building's** permanent internal plumbing or heating system.
- 4 The cost of loss of metered water, up to a maximum of GBP 3,000 per **occurrence**.
- 5 Replacement of keys to external doors, windows, safes or security systems that are lost or stolen, up to GBP 3,000 per **occurrence**.
- 6 Debris removal and clean up costs, up to GBP 10,000 per **occurrence**.

In no **event** will **we** be liable for more than the total sum insured stated in the **schedule**.

If any one item of **contents** has a value of over 25% of the total sum insured under this **contents** section, that item must be separately disclosed to **us** failing which it will not be insured under this section.

If, at the time of the **damage**, the sum insured for **contents** is less than the replacement value of **contents**, the amount **we** will pay will be proportionally reduced.

Section Four: Business Interruption

Subject to the applicable **deductible** stated in the **schedule**, we will pay for

- Loss of **income**
- **Extra expenses**

incurred by **you** as a result of a complete cessation of trade in the whole or part of **your business** that is wholly caused by any of the following unforeseen **events** occurring at or in the **vicinity of your named location(s)** during the period of this insurance:

- 1 **damage** from a cause that is not excluded under the General Exclusions or under Sections One or Five of this policy;
- 2 the closure of **your premises** by a Local Authority due to defects in drains or other sanitary arrangements;
- 3 accidental **damage** to the property of any provider of electricity, gas, water or telecommunications to **you** in relation to the **buildings** at the **named location(s)**.

Basis of Settlement for Section Four: **Business** Interruption Only

We will pay:

- 1 The **income** that **you** would have received during the indemnity period stated in the **schedule** but for the complete cessation of trade less the **income you** actually receive during the indemnity period stated in the **schedule**;
- 2 **Extra expenses**;
- 3 Professional accountants' fees or charges reasonably incurred in calculating **your** claim.

Less:

- 4 **Business** expenses or charges reduced or eliminated due to complete cessation of trade;
- 5 Any uplift on the **cost price** of lost or damaged **stock/Lot(s) we** have paid or will pay **you** under this policy;
- 6 Any **income** from **stock/Lot(s)** sold or services performed by others acting on **your** behalf during the indemnity period stated in the **schedule** away from **your** affected **premises** for **your** benefit.

Determination of the **income you** would have received in the indemnity period stated in the **schedule** shall be based on the **income** received by **you** per annum using an average of the previous three years or, if **your business** is in its first year, the **income** of similar businesses in the same period in the same locality.

If the total sum insured under this section as stated in the **schedule** is less than **your income**, based on the formula above, for the period immediately prior to the complete cessation of trade that equates to the indemnity period stated in the **schedule**, then the amount payable under this section shall be proportionately reduced.

In no **event** will **we** be liable for more than the total sum insured stated in the **schedule**.

No claim is payable under this policy for any period after **your business** or any part thereof becomes either insolvent or is permanently discontinued without **our** written consent.

Section Five: Building(s)

Subject to the applicable **deductible** stated in the **schedule**, in the **event of damage to building(s)** at the **named location(s)** listed on the **schedule** during the **period of insurance**, **we** will pay up to the total sum insured as stated in the **schedule**, for the actual costs incurred in rebuilding.

These costs being the reinstatement and/or restoration of the damaged **building(s)** to a condition substantially the same as but not better or more extensive than the **building(s)** condition immediately before the **damage**, providing always that the work is carried out without delay and in any **event** within one year of the **damage** occurring. If delay beyond one year is caused by reasons beyond **your** control **we** will have the option to decide whether to pay the costs.

If **you** wish to have reinstatement and/or restoration with original materials this will be subject to payment of an additional premium at inception of the policy. Where **damage** is to architectural details which are specified in the **agreed value schedule**, (such as stone carvings, chimney pieces and period panelling), **we** will pay up to this **agreed value**.

We will also pay, following **damage** to the **building(s)** during the **period of insurance**, for:

- 1 architects', surveyors,' consulting engineers' and legal fees reasonably and wholly incurred in connection with the rebuilding;
- 2 dismantling, demolition, debris removal and shoring up costs;
- 3 the cost of complying with any Government or Local Authority requirement following **damage**, providing notice was not served on **you** to comply with such requirement prior to the **damage** occurring.

Liability under this sub-section shall not exceed 20% of the sum insured of the **damaged building(s)**.

SPECIFIC CONDITION APPLICABLE TO SECTION FIVE: BUILDINGS IN ADDITION TO THE GENERAL CONDITIONS OF THE POLICY

1 Undervaluation

Where, following **damage**, the cost of rebuilding exceeds the sum insured for the **buildings** by more than 15%, **we** may reduce the amount **we** pay by the proportion of the undervaluation (average).

We will not apply average

- i where **you** have had a professional **buildings** valuation carried out within the last ten years and the valuation has been index-linked to the retail price index to calculate the present sum insured;
- ii to any historical architectural details that are specified in **agreed value schedule**.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION FIVE: BUILDINGS IN ADDITION TO THE GENERAL EXCLUSIONS TO THE POLICY

We will not pay for loss, **damage**, liability or expenses caused by or resulting from:

- 1 demolition, alteration, extension or repair to the **building(s)**;
- 2 frost, except to fixed tanks, apparatus or pipes;
- 3 storm or flood **damage** to gates and fences;
- 4 any explosion of a boiler or other plant not inspected by a Gas Safe Register registered engineer within the last year belonging to **you** or under **your** control, but this exclusion shall not apply to domestic boilers nor to **damage** by fire resulting from explosion.

Section Six: Employer's Liability

Subject to the applicable **deductible** stated in the **schedule**, **we** will provide indemnity to **you** against legal liability for compensation and claimants' costs and expenses in respect of injury including death, illness and disease caused during the **period of insurance** to any **employee** and arising out of and in the course of his employment by **you** in the **business** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that any action for compensation is brought against **you** in a Court of Law in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

We will also indemnify **you** in respect of:

- 1 the payment of solicitors fees for representation at any coroner's inquest or fatal inquiry or proceeding, in any court, arising out of any alleged breach of statutory duty, resulting in injury including illness or disease which may be the subject of indemnity under this section;
- 2 all other costs and expenses in relation to any matter which may form the subject for a claim under this section incurred with **our** written consent.

Our liability for all compensation payable by **you** under this section to any claimant or number of claimants in respect of any one claim or series of claims arising out of one cause including costs and expenses as stated in 1) and 2) shall not exceed GBP 10,000,000.

Where **we** are liable to indemnify more than one party, the total amount of indemnity shall not exceed GBP 10,000,000.

You shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

SPECIFIC EXCLUSIONS TO SECTION SIX: EMPLOYER'S LIABILITY REPLACING THE GENERAL EXCLUSIONS TO THE POLICY

We shall not be liable under this section:

- 1 in respect of any liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - 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
where such legal liability is:
 - a the liability of any principal;
 - b assumed by **you** by agreement which would not have attached in the absence of such agreement.
- 2 in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Act Legislation.

Memorandum To Section Six: Employer's Liability

(Which is subject otherwise to the Terms of This Section)

Memorandum A – Employer's Liability Terrorism Sub-Limit

Notwithstanding anything contained herein to the contrary, the indemnity **we** provide in respect of injury including death, illness, disease 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 the loss, shall be GBP 5,000,000 any one claim or series of claims.

This memorandum also applies to injury including death, illness, disease directly or indirectly 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**.

SPECIFIC CONDITIONS TO SECTION SIX: EMPLOYER'S LIABILITY IN ADDITION TO THE GENERAL CONDITIONS TO THE POLICY

1 Reasonable Precautions

You at **your** own expense shall:

- i take reasonable precautions to prevent any **occurrence** which may give rise to liability under this section and to maintain all **buildings**, furnishings, ways, works, machinery, plant, and vehicles in sound condition and to act in accordance with all statutory obligations and regulations;
- ii as soon as possible after discovery, cause any defect or danger to be made good or remedied;
- iii and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2 Alteration of Risk

You shall give immediate notice of any alteration which materially affects the risks covered by this section.

3 Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Section Seven: Public and Products Liability

Subject to the applicable **deductible** stated in the **schedule**, we will provide indemnity up to GBP 5,000,000 any one **event** but limited to GBP 5,000,000 for all **events** occurring during the **period of insurance** in respect of products

- 1 against legal liability for compensation in respect of
 - i accidental injury including death, illness and disease to any person;
 - ii accidental **damage** to physical property;
 - iii accidental obstruction nuisance or trespass

occurring during the **period of insurance** in the territorial limits stated in the **schedule** and caused in connection with the **business**.

In respect of an **event**, all claims shall be deemed to have occurred at the point in time when the first of the claims occurred provided that any insurance subsequent to the date of **occurrence** as above shall exclude indemnity in respect of any claims arising out of such **event**.

- 2 against legal liability for claimants' costs and expenses in connection with 1 above.
- 3 in respect of
 - i the payment of solicitor's fees for representation at any coroner's inquest or fatal inquiry or proceedings in any court arising out of any alleged breach of statutory duty resulting in any **occurrence** specified in 1 above which may be the subject of indemnity under this section;
 - ii all other costs and expenses in relation to any matter which may form the subject for a claim under 1 above; incurred with **our** written consent.

Our liability for all sums payable under this section to any one **event** shall not exceed GBP 5,000,000 any one **event** but shall be limited to GBP 5,000,000 for all **events** happening during any **period of insurance** in respect of products.

Where **we** are liable to indemnify more than one party, the total amount of indemnity shall not exceed GBP 5,000,000 any one **event** but shall be limited to GBP 5,000,000 for all events happening during any **period of insurance** in respect of products.

SPECIFIC EXCLUSIONS TO SECTION SEVEN: PUBLIC AND PRODUCTS LIABILITY IN ADDITION TO THE GENERAL EXCLUSIONS TO THE POLICY

We shall not be liable for any claim under this section:

- 1 for injury including death, illness or disease to any **employee** arising out of and in the course of his employment or engagement by **you** in the **business**;
- 2 arising out of the ownership possession or use by **you** or on **your** behalf of any
 - i mechanically propelled vehicle other than legal liability arising out of:
 - a the use of such vehicle as a tool of trade;
 - b the use of plant at the **premises**;
 - c the loading or unloading of any vehicle;
 except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.
 - ii craft designed to travel on or through water, air or space other than watercraft up to 20 feet in length and pontoons which are not more specifically insured;
- 3 arising out of or in connection with advice design or specification given for a fee;
- 4 in respect of **damage** to physical property owned by or in the care, custody or control of **you** or any **employee** other than
 - iii **employees'**, directors', partners' or visitors' personal effects including vehicles and their **contents**;
 - iv **premises** and their **contents** not owned by or leased or rented to **you** at which **you** are undertaking work in connection with the **business**;
- 5 in respect of:
 - i **damage** to any **product**;
 - ii the costs of replacement reinstatement rectification repair recall of any **product** caused by any defect therein or the unsuitability thereof for its intended purpose;
- 6 for liability assumed by **you** under agreement in connection with any **product** where such liability would not have attached in the absence of any agreement;
- 7 for pecuniary loss, cost or expense not arising out of injury including death, illness or disease to any person or **damage** to physical property;

Section Seven: Public and Products Liability - continued

- 8 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- i Asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres;
 - ii Dioxins or Furans;
 - iii Polychlorinated Biphenyls (PCBs)

Provided that this exclusion shall not apply to actual or alleged injury including death, illness or disease or **damage** to physical property where such injury including death, illness or disease or **damage** to physical property is not related to the asbestos or refractory ceramic fibres or content of **buildings**, structures, goods, materials or products;

- 9 in respect of injury including death illness or disease to:
- i any person arising out of any:
 - a refusal to employ that person;
 - b termination of that person's employment;
 - c employment related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
 - ii the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment related practices described above is directed;

This exclusion applies

- a whether **you** may be liable as an employer or in any other capacity;
- b to any obligation to share damages with or repay someone else who must pay damages because of such injury including death, illness or disease.

ADDITIONAL COVERAGE TO SECTION SEVEN: PUBLIC AND PRODUCTS LIABILITY (all of which is subject otherwise to the terms of this section and the policy)

1 Health and Safety at Work - Legal Defence Costs

We will provide indemnity to **you** up to a limit of GBP 250,000 during any one **period of insurance** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation

Provided that:

- i the proceedings relate to:
 - a the health safety and welfare of any person other than an **employee** and;
 - b an offence alleged to have been committed during the **period of insurance** and in the course of the **business**;
- ii the indemnity will not apply:
 - a to fines or penalties of any kind;
 - b where indemnity is provided by any other insurance;
 - c to proceedings consequent upon any deliberate act or omission.

2 Consumer Protection Act and Food Safety Act- Legal Defence Costs

We will provide indemnity to **you** in respect of legal costs and expenses incurred with **our** written consent up to a limit of GBP 250,000 during any one **period of insurance** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part 11 of the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991 or similar legislation

Provided that

- i the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**;
- ii the indemnity will not apply:
 - a. to fines or penalties of any kind;
 - b where indemnity is provided by any other insurance;
 - c to proceedings consequent upon any deliberate act or omission.

3 Data Protection Act

We will provide indemnity to **you** up to a limit of GBP 250,000 any one **period of insurance** for **your** legal liability to pay compensation under the Data Protection Act 2018 arising from an **event** happening during the **period of insurance** in connection with the **business**.

Section Seven: Public and Products Liability - continued

Provided that that the indemnity will not apply

- i in respect of the recording or provision of data for reward or to determine financial status;
- ii if **you** have not registered under the Act or had **your** registration refused;
- iii arising out of **your** provision of services as a data processor;
- vi in respect of fines or penalties of any kind;
- v to proceedings consequent upon any deliberate act or omission.

4 Defective **Premises** Act 1972

Provided that **you** are not entitled to indemnity under any other policy, **we** will, subject to the terms of this section, indemnify **you** against legal liability **you** incur under Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 or similar legislation in respect of injury including death, illness or disease or **damage** to physical property arising in connection with **premises** disposed of by **you** and which prior to disposal were occupied by **you** in connection with the **business** occurring within the **period of insurance**.

5 Contingent Motor (Non-owned Vehicles)

Notwithstanding Exclusion 2 to this section, **we** will indemnify **you** and no other party or person in the terms of this policy in respect of legal liability for injury including death, illness or disease or **damage** to physical property as defined arising out of the use of any motor vehicle not the property of nor provided by **you** and being used in connection with the **business** within the territorial limits stated in the **schedule**

We shall not be liable for

- i injury including death, illness or disease or **damage** to physical property arising while such vehicle is being driven by any person who to **your** knowledge does not hold a licence to drive or is disqualified from holding or obtaining such a licence;
- ii **damage** to any such vehicle or its **contents**

Provided that **you** are not entitled to indemnity under any other policy.

6 Tenant's Liability

Provided that **you** are not entitled to indemnity under any other policy, and notwithstanding Exclusion 4 to this section, **we** will indemnify **you** against legal liability for compensation and associated claimant's costs and expenses in respect of accidental **damage** to **premises** and their **fixtures** and **fittings** leased or rented to **you** except for legal liability which attaches by virtue of agreement and would not have attached in the absence of the agreement.

However **we** shall only indemnify **you** in respect of accidental **damage** which is caused directly by fire, lightning, explosion or aircraft.

SPECIFIC CONDITIONS TO SECTION SEVEN: PUBLIC AND PRODUCTS LIABILITY IN ADDITION TO THE GENERAL CONDITIONS OF THE POLICY

1 Reasonable Precautions

You at **your** own expense shall:

- i take reasonable precautions to prevent any **occurrence** which may give rise to liability under this section and to maintain all **buildings**, furnishings, ways, works, machinery, plant and vehicles in sound condition and to act in accordance with all statutory obligations and regulations;
- ii as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2 Alteration of Risk

You shall give immediate notice of any alteration which materially affects the risks covered by this section.

3 Discharge of Liability

We may at any time pay to **you** GBP 5,000,000 for all **events** happening during any **period of insurance** in respect of **products** in connection with any claim or series of claims (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made **we** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims.

4 Other Insurance

If at the time any claim arises under this section there is any other insurance covering the same liability, **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Section Eight: Personal Accident – Assault

All payments under this section are subject to the applicable **deductible** stated in the **schedule**.

If an **insured person** suffers **bodily injury** solely and directly as a result of a **robbery** or attempted **robbery** in the course of **your business**, within the territorial limits stated in the **schedule** during the **period of insurance**, **we** will pay compensation as follows:

In the **event** of:

- 1 Death occurring within 24 calendar months as a direct result of the **bodily injury** GBP 25,000 (lump sum)
- 2 **Loss of limb** or **loss of use of limb** occurring within 24 calendar months as a direct result of the **bodily injury** (lump sum) GBP 25,000
- 3 Total and irrecoverable loss of all sight in one or both eyes, occurring within 24 calendar months as a direct result of the **bodily injury** GBP 25,000 (lump sum)
- 4 For any period up to a maximum of 100 weeks of **temporary total disablement** (payable monthly) GBP 100/week

SPECIFIC CONDITIONS AND EXCLUSIONS APPLICABLE TO SECTION EIGHT: PERSONAL ACCIDENT – ASSAULT IN ADDITION TO THE GENERAL CONDITIONS AND EXCLUSIONS OF THE POLICY

- 1 Compensation will not be payable for the same individual for **bodily injury** arising out of the same incident under more than one of the above sub sections. In the **event** that two or more of the above sub sections apply following the same incident, **we** will pay for the one with the highest applicable compensation value.
- 2 **We** will not be liable for **bodily injury** arising from or influenced by any pre-existing physical defect or infirmity or the medical condition of any **insured person** or resulting from pregnancy or childbirth.
- 3 **We** will not be liable for **bodily injury** arising from an **insured person's** complicity in the **robbery** or attempted **robbery**.
- 4 The benefits under this section are not assignable. All payments under this section will be made to **you** and **your** receipt shall be a discharge to **us** unless **you** request that the payment be made direct to the **insured person** when his/her receipt shall be a discharge to **us**.
- 5 **We** shall not be liable to pay compensation unless **our** medical adviser(s) is/are permitted to make at **our** expense an examination of the **insured person** as often as **we** deem necessary and all evidence relating to the **bodily injury**, including medical reports, certificates or other information must be provided to **us** by **you** at **your** expense in such form as **we** may prescribe.
- 6 In connection with any claim, an **insured person** must, if required, submit him/herself to medical examination at **our** expense and all evidence including medical reports, certificates or other information must be furnished by **you** at **your** expense in such form as **we** may prescribe.
- 7 The **insured person** must as soon as possible after the **bodily injury** obtain and follow the advice of a qualified medical practitioner. **We** will not be liable for any consequences of the **insured person's** failure to obtain and follow such advice and treatment as may be prescribed.

Section Nine: Professional Indemnity

Insuring Clauses

1 Civil Liability

We shall indemnify **you**, subject to the applicable **deductible** stated in the **schedule**, up to the limit of indemnity, for loss arising from claims first made against **you** during the **period of insurance** and reported to **us** during the **period of insurance** in respect of civil liability incurred in the course of **your business** including liability incurred as a result of any decision by an independent adjudicator appointed to resolve a dispute.

2 Defence Costs

We shall pay **your** legal defence costs incurred with **our** prior written consent in connection with any claim covered under insuring clause 1 above. Defence costs shall be paid as part of the limit of liability and will not act to increase the limit of liability in any way.

ADDITIONAL DEFINITIONS APPLICABLE TO THIS SECTION ALONE

Claim

Any civil claim, writ, summons, injunction, intimation that a civil claim may be made against **you** (whether verbal or written, including electronic communications), any communication in any form invoking any pre-action protocols contained in the civil procedure rules, or any circumstances that might reasonably be expected to produce a civil claim against **you**.

Loss

The amount that **you** required to pay as a result of a legally enforceable obligation to a third party, for:

- i damages, interest and related costs awarded pursuant to a final judgment or arbitration award;
- ii compensation pursuant to a settlement negotiated with **our** prior written consent.

CONDITIONS APPLICABLE TO THIS SECTION ALONE

Claims

Notwithstanding any provision to the contrary:

- i **You** must during the policy period give to **us** written notice of any claim first made against **you** during the policy period, and in any **event** within [10] days. If **you** do not give notice to **us** in compliance with this clause, **we** shall have no liability under this section in respect of that claim.
- ii A claim is deemed to be first made against **you** when a director, senior manager, or executive first becomes aware of having received:
 - a a written demand for damages or compensation from **you**;
 - b a document commencing a civil, regulatory or arbitration proceeding by a third party seeking damages or compensation from **you**.
- iii **We** shall be entitled to take over conduct of the defence, including any settlement negotiations, contribution and/or indemnification proceedings, at any time. In the **event** that **we** exercise **our** right to take over the defence, **you** shall provide full cooperation. **You** will have the right to be consulted in the conduct of the defence.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS SECTION

We shall not indemnify **you** for:

- 1 Directors' and officers' liability - any claim against **you** in **your** capacity as a director, officer, or trustee in respect of the performance or non-performance of **your** duties as a director, officer, or trustee.
- 2 Any claim arising from any liability to any **employee**.
- 3 Any claim arising out of any regulated activities as defined in the Financial Services and Markets Act, as amended from time to time.
- 4 Any claim arising out of or involving conduct of **business** other than an Antiques &/or Fine Art Dealer, or Antiques &/or Fine Art Auctioneers'.
- 5 Any claim arising out of or involving **your** insolvency or bankruptcy.

Section Nine: Professional Indemnity - continued

- 6 Any:
 - i fines and penalties;
 - ii non-compensatory, punitive, aggravated or exemplary damages (other than aggravated or exemplary damages awarded in an action for defamation, emotional distress, libel, slander or injurious falsehood) or multiple damages (except for the single compensatory amount of those damages prior to their multiplication);
 - iii taxes;
 - iv any employment-related benefits or remuneration of any person employed by **you**; or
 - v amounts which are uninsurable.
- 7 Any claim based upon the anticipated financial appreciation, or lack thereof, of any **stock** sold by **you**.
- 8 Any claim
 - i which was or should have been notified on any insurance in force before the inception date of this section,
 - ii Which was known or should have been known by **you** at the inception date of this section, or
 - iii any claim made against **you** before the inception date of this section.
- 9 Any liability assumed by contract unless such liability would have existed in absence of the contract.
- 10 Any claim in respect of fees or commissions charged by **you**.
- 11 Any claim that arises out of, is based upon or is attributable to the breach of any intellectual property right, or any breach of a right to privacy, or any breach of confidence, or any misappropriation of a trade secret.
- 12 Any claim for **bodily injury**, sickness, disease or death, or **damage** to, destruction, impairment or loss of use of any tangible property.
- 13 Any claim arising out of an act, error, or omission giving rise to civil liability of **you** prior to the retroactive date specified in the schedule.
- 14 Any claim arising out of Libel and/or slander

SPECIAL BENEFITS APPLICABLE TO THIS SECTION:

- 1 In the **event** of non-disclosure or misrepresentation **we** shall not exercise **our** rights to avoid this section provided that
 - i **You** are able to establish, to **our** satisfaction, that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
 - ii the premium shall be adjusted at **our** discretion to that which would have applied had such circumstances been disclosed.

Limit of indemnity: GBP250,000 in the aggregate over Insuring Clauses 1. and 2. Deductible: GBP5,000 each and every claim.

Complaints Procedure

We aim to provide a high standard of service that will leave **you** with no cause for complaint. However, if **you** ever feel that **we** have not met the standard **you** would expect of **us**, any enquiry or complaint regarding **your** policy or a claim under, it should be addressed to the insurance advisor acting for **you**, or to Connoisseur Policies, South House, 21 - 37 South Street, Dorking, Surrey RH4 2JZ

Alternatively, you can make a complaint at any time by referring the matter to the Complaints manager at Beazley at the following address

Beazley Complaints Manager
Beazley Furlonge Limited
Plantation Place South
60 Great Tower Street
London EC3R 5AD
United Kingdom

Tel: **+44 (0) 20 7667 0623**
Email: **beazley.complaints@beazley.com**

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

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Tel: **+44 (0) 20 7327 5693**
Fax: **+44 (0) 20 7327 5225**
Email: **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**" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Services (FOS)

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Email: **complaint.info@financial-ombudsman.org.uk**
Website: **http://www.financial-ombudsman.org.uk/**

From within the United Kingdom

Tel: **0800 023 4567** (free for people phoning from a "fixed line", for example, a landline at home)
0300 123 9123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

If you purchased the policy 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>

Law and jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction or the courts of England

Auctioneers' Insurance Policy Document
from Beazley Furlonge Limited

beazley

In association with Connoisseur Underwriting



South House, 21 - 37 South Street, Dorking, Surrey RH4 2JZ
Tel: 01306 740 555
connoisseurunderwriting.com

**Connoisseur
Underwriting**
Bespoke, flexible and above all, affordable insurance