

**Insurance Speciality
Fine Art & Specie**

XL Catlin Insurance Company UK Limited
Connoisseur Underwriting

**Museums & Galleries
Insurance Policy
Wording**





Museums & Galleries' Insurance Policy

This policy is a contract between **You** and **Us**.

In return for the payment of the premium shown in the **Schedule**, **We** are insuring **You** against all events set out in the insuring sections occurring during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

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** and are to be read as one contract. In this policy, certain words or phrases in bold are specially defined. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

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. If any corrections are necessary You should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim..

Regulatory Information

XL Catlin Insurance Company UK Limited

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 5328622.

XL Catlin Services SE

XL Catlin Services SE acts on behalf of XL Catlin Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland No. 659610

Accessibility

Upon request Braille, audio or large print versions of the Policy and the associated documentation can be provided. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.



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 the values You have agreed with Us for Exhibit(s) or contents or Building's architectural details.
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 Institution's 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 of the Institution described by You in the proposal form or other written information given to Us .
Café Stock	Foodstuffs, beverages and the like which are intended to be sold in the Institution café(s) for consumption on the Premises .
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 anything specifically covered under any other section.</p>
Cost Price	The amount that You paid to acquire an item.
Damage	Physical loss or Damage which is sudden and unforeseen by You .
Deductible	An amount, as specified in Your Schedule , that We will deduct from each claim.



Definitions - continued

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.6) any unpaid voluntary worker with a letter of appointment to provide services to the Institution.
Endorsement	Means a change in the terms and conditions of this contract of insurance agreed by Us that can extend or restrict cover.
Event	Any one or all occurrences of a series arising out of one original cause. This shall include for example 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.
Exhibit(s)	Any item or items held in Your Institution's collections (Temporary or permanent).
Extra Expenses	Expenses incurred solely, reasonably and necessarily to mitigate a claim for 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) .
Heave	Upward movement of the ground beneath the Buildings as a result of the soil expanding.
Income	Money received or receivable by You for goods sold and services provided in the course of Your Business plus VAT if not reclaimable.
Indemnity Period	The period beginning with the Occurrence of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the Business shall be affected in consequence of the Damage .



Definitions - continued

Institution	The organisation described by You in the proposal form or other written information given to Us .
Insured Person	Any director, principal, partner, trustee or Employee of Your Business .
Insured Property	All Buildings and other items insured under this policy.
In the Open	Not in an area that can be locked or secured.
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.
Landslip	Downward movement of sloping ground.
Loss of Limb	Severance at or above the wrist or ankle.
Loss of Use of Limb	Permanent loss of use of a hand, arm, foot or leg, certified by a Qualified Medical Practitioner .
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 item(s) taking into account the state of the market for item(s) of that type, the size, condition and provenance and, where applicable, 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 held in connection with the Institution Business , its shop(s) or café(s).
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, all either Your property or for which You are responsible and are held in connection with the Institution Business , its shop(s) or café(s).
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 .



Definitions - continued

Permanent Disabling Injury	Disability, certified by a Qualified Medical Practitioner , which has lasted for at least 12 calendar months and which in Our opinion will continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to their usual occupation.
Personal Possessions	Items customarily carried on or about the person up to GBP 1,000 per person other than Jewellery and Watches .
Premises	The permanent Business address(es) of the Institution specified under Named Location(s) 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 .
Qualified Medical Practitioner	A qualified medical or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include You or a member of Your family.
Refrigerated Café Stock	Foodstuffs, beverages and the like which are intended to be sold in the Institution café(s) for consumption on the Premises and which must be stored in a refrigeration or freezer unit in order to maintain their freshness.
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 details of cover, including the sums insured and Deductibles .
Settlement	Downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction.
Shop Stock	Items that You hold for sale in the Institution shop(s), described as being traded by You in the proposal form or other information provided by You to Us .
Subsidence	Downward movement of the ground beneath the Buildings other than by Settlement .
Subsidiary or Subsidiaries	As defined in Section 736(1) of the Companies Act 1985.
Temporary	For a period not exceeding ninety (90) days.



Definitions - continued

Temporary Partial Disablement	Disablement, certified by a Qualified Medical Practitioner , which prevents the Insured Person from engaging in a substantial part of their usual Business or occupation.
Temporary Total Disablement	Disablement, certified by a Qualified Medical Practitioner , which entirely prevents the Insured Person from engaging in their usual Business or occupation.
Territorial Limits	The territorial limits shown in the Schedule
Unattended Vehicle	Any road vehicle which does not have an adult actually inside it or upon it whose responsibility it is to protect the Exhibit(s) , Shop Stock , Café Stock or Refrigerated Café Stock .
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/Our	XL Catlin Insurance Company UK Limited specified in the Schedule
You/Your	The named insured(s) in the Schedule .



General conditions applying to all sections

1 Access

You must allow **Our** surveyor access to **Your Premises** on notice. **You** agree to carry out any 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 and Cooling-Off Period

a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **Us** in writing or by email within fourteen (14) days of either:

- i) the date **You** receive this policy; or
- ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due

b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing or by email. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- i) any failure by **You** to pay the premium; or
- ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

3 Information You have given Us

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

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all claims; and
- c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:



General conditions applying to all sections -continued

- i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- 1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- 2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

4 Sanctions

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.

5 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (b) will not be liable to pay the claim; and
- (c) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (d) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) 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 policy (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 premium paid.

6 Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (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 **Us** 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.



General conditions applying to all sections -continued

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: compliance@axaxl.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 relevant Information Commissioner's Office.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If **You** provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide our services as an insurance and reinsurance business.

7 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 mid point between the valuations given by the two experts.

8 Reasonable Care

You must take all practicable steps 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.

9 Exhibit(s) – Loaned Items

- 1) For **Exhibit(s)** loaned to **You**, values for the purpose of this policy should be agreed between **You** and the owner before the loan is accepted and should be documented in a loan agreement. Anything first loaned to **You** after the inception of this policy with no loan agreement will not be covered under this policy.
- 2) Loan Agreements must incorporate the following:
 - a) the name of the owner;
 - b) a statement specifying which party shall be responsible for any loss or **Damage** and when risk transfers;
 - c) a description of each **Exhibit** loaned;
 - d) the loan value of each **Exhibit** consigned, as agreed between **You** and the owner.

10 Consignment of Exhibit(s)

Exhibit(s) must not be given to any third party without the written approval of the owner of the **Exhibit(s)**. If there is a breach of this clause, **We** shall have no liability under this policy whilst the **Exhibit** is out of **Your** possession (with the exception of specialist



General conditions applying to all sections -continued

transporters, art handlers, conservators, framers, and specialist photographers), unless **You** show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

11 Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary on the **Schedule** this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

12 Change in Circumstances

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

You must tell **Us** at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified of a change or planned structural works **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation Clause, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change or planned structural works it may affect any claim **You** make or could result in **Your** insurance being invalid

13 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**.

14 Packing and Transportation

You must ensure that **Exhibit(s)** are securely and adequately packed in storage and whilst in transit so as to withstand the normal hazards associated with storage or transit. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

15 Premium Payment

You undertake that the premium will be paid in full to **Your** broker within 30 days of inception of this policy.

16 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. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred
- 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 practicably 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. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



General conditions applying to all sections -continued

17 Shop, Café or Refrigerated Café Stock Records

You must keep and maintain stock and account records of all purchases and sales of shop, café or **Refrigerated Café Stock** so that the amount of any loss may be accurately determined. These records must be available for inspection by **Us** or **Our** representatives at the time of any survey **We** carry out during the **Period of Insurance** or in the **Event** of a claim. Shop, café or **Refrigerated Café Stock** not recorded in these records is not covered under this policy.

You must check the accuracy of the shop, café or **Refrigerated Café Stock** and account records by making an annual physical inventory of shop, café or **Refrigerated Café Stock** and maintain the sum insured at a level that reflects the shop, café or **Refrigerated Café Stock** replacement value. In the **Event** of breach of this condition, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

18 Third Parties

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.

19 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.

20 Questions and Complaints

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE, UK Branch

20 Gracechurch Street

London

EC3V 0BG

Tel Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on behalf of XL Catlin Insurance Company UK Limited in the administration of complaints.

The complaint will be acknowledged, in writing, within two weeks of it being made.

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower

London

E14 9SR



General conditions applying to all sections -continued

Email: complaint.info@financial-ombudsman.org.uk

Tel Number: **From within the United Kingdom**

0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44 (0)20 7964 0500

Fax Number: **+44 (0)20 7964 1001**

Text Number: **07860 027 586** Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <https://ec.europa.eu/odr>



Insurance Guarantee Scheme

Depending upon where in the EEA **You** and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. More information on the availability of national insurance guarantee schemes is contained in the paper prepared by the European Insurance and Occupational Pensions Authority dated July 2018

https://eiopa.europa.eu/Publications/Consultations/EIOPA-CP-18-003_Discussion_paper_on_resolution_funding%20and.pdf.



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 be given to **Your** broker as soon as practicably possible to the police if a crime is suspected. **You** must as soon as practicably possible 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 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 as soon as practicably possible 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 by **You**;
- ii) solely in defence or mitigation of the relevant claim or liability;
- iii) with **Our** prior written consent;

3 Your Right to Buy-Back Exhibit(s)

Following payment of the full amount insured for any **Exhibit**, pair or set, title passes legally to **Us**. However, **You** will have the right to buy back from **Us** title to the damaged or lost **Exhibit**, pair or set. If the **Exhibit** is undamaged, **You** will be able to buy it back for the amount **We** paid **You** in **Settlement**. If the **Exhibit** is damaged, the value will be the amount agreed by **Us** with **You**. **You** must exercise this option as soon as practicably possible of being notified of the **Exhibit** being recovered.

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 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

a) 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.

b) 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, 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; dismantling, restoration, decoration, heating, drying, cleaning, washing, or dyeing;
 - iv) **Settlement**, shrinkage, **Subsidence**, **Landslip**, **Heave**, collapse, creeping, cracking or expansion of **Building(s)**;
 - v) faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - vi) coastal or river erosion;
 - vii) a wilful act by **You** or any person insured under this policy;
 - vii) electrical or mechanical fault or breakdown;
 - ix) lopping, topping or felling of trees and shrubs;
 - x) rising damp and rot;
 - xi) 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)**;
 - xii) 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;
 - xiii) 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;
 - xiv) misuse of the property insured under this policy.
- 2 loss, **Damage** or expense or liability directly or indirectly arising from, caused or contributed by or happening through or in consequence of:
 - i) **War**
 - ii) biological or chemical contamination caused by or resulting from an **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;
 - iii) nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
 - iv) 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**;
 - v) any incident or **Event** which happened prior to the commencement of this policy;
 - vi) the transmission of any illness, disease or virus;
 - vii) **Building** work with a contract value in excess of GBP 25,000, unless **We** have agreed this in writing;



General exclusions applying to all sections - continued

- viii) the use, ownership or possession of any livestock or dog proscribed by law;
 - ix) Avian Influenza or any mutant variation thereof;
 - x) theft, fraud or dishonesty committed by: a) any of **Your** directors, trustees, **Employees**, agents or associates b) anyone to whom **Your** contents or **Exhibit(s)** are consigned or otherwise entrusted or loaned.
- 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, Eight or Nine).
 - 8 items kept **In the Open**, unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium.
 - 9 **Damage** to shop, café or **Refrigerated Café Stock** unless it is entered in **Your** shop, café or **Refrigerated Café Stock** records prior to the loss occurring.
 - 10 **Damage** to shop, café or **Refrigerated Café Stock** or **Exhibit(s)** or contents in or upon **Unattended Vehicles** except as may be covered under Section One.
 - 11 electrical or mechanical fault, breakdown or derangement.
 - 12 the amount of the **Deductible** stated in the **Schedule** for each and every loss.
 - 13 **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.
 - 14 **Damage** to **Jewellery and/or Watches**, unless **We** agree cover in writing.
 - 15 mysterious disappearance or unexplained loss.
 - 16 **Consequential Loss**.
 - 17 **Your** or another party's insolvency, scheme of arrangement or similar arrangement.
 - 18 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.
 - 19 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**
 - 20 compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly.
- This exclusion does not apply to the cover provided by 3. Data Protection Act 1998 and 4. Data Protection Act 2018 under the Additional Coverage to the Public and Products Liability Section.
- 21 Subject to (i) and (ii) below, loss, **Damage**, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Subject always to all the terms and conditions of the policy to which this clause attaches, this insurance covers physical loss or physical damage to the property insured caused by or contributed to by or arising from the use or operation of any computer,



General exclusions applying to all sections - continued

computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

- i) It is understood that this exclusion shall not apply to an otherwise covered **Damage** to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on the Insured.

For the purpose of this exclusion, Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.

- ii) Property insured by this policy does not include electronic data, unless and to the extent that this is expressly stated otherwise elsewhere in this policy.

- 22 Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.



Section One: Exhibit(s)

We will pay, subject to the applicable **Deductible** stated in the **Schedule**, for **Damage** to the **Exhibit(s)** up to the total sum insured stated 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**.

All **Exhibit(s)** kept **In the Open** must be individually specified or they will not be covered under this policy.

Despite General Exclusion 10, **We** will pay up to GBP 10,000 each loss and in all for the **Period of Insurance** for losses of any **Exhibit(s)** from **Unattended Vehicles**, providing the vehicle is locked and alarmed and the **Exhibit(s)** is/are not visible from the outside.

Basis of Settlement for Section One: Exhibit(s) Only

- 1) In the **Event** of a total loss, the basis of **Settlement** will be:
 - i) for **Exhibit(s)** specified on the **Agreed Value Schedule** (if applicable) and clearly identifiable from any other **Exhibit** in the collection, the **Agreed Value**;
 - ii) for **Exhibit(s)** not specified on the **Agreed Value Schedule** (if applicable) the **Market Value** immediately prior to loss;
 - iii) for **Exhibit(s)** loaned to **You**, the value specified on the loan agreement;
 - iv) for **Exhibit(s)** in Your care, custody or control that belong to third parties and which may not be on the **Premises**, the lesser of the **Market Value** immediately prior to the loss or **Your** legal liability to the third party.
- 2) In the **Event** of partial **Damage** to any **Exhibit(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 **Exhibit** 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 Dispute Resolution Clause in the General Conditions to the policy.



Section Two: Shop and Café Stock

Subject to the applicable **Deductible** of GBP 500 each and every claim under this section from each separate **Occurrence** **We** will pay on the following basis:

1) **Shop Stock**

In the **Event** of **Damage** to **Shop Stock** that has been set out in the inventory or **Shop Stock** records, **We** will pay the cost of replacement as new;

2) **Café Stock**

In the **Event** of **Damage** to **Café Stock** that has been set out in the inventory or **Café Stock** records, **We** will pay the cost of replacement as new;

3) **Refrigerated Café Stock**

In the **Event** of **Damage** by deterioration, putrefaction or contamination to **Refrigerated Café Stock**, that has been set out in the inventory or **Refrigerated Café Stock** records, **We** will pay the cost of replacement as new up to a maximum of GBP 2,500 each and every **Occurrence**.

Coverage is only given under this sub section if the **Damage** occurs while the **Refrigerated Café Stock** is contained in any refrigeration unit and is due to:

- i) change in temperature as a result of:
 - a) the breaking, distortion or burning out of any part of the:
 - 1) unit;
 - 2) unit wiring;
 - 3) supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions;
 - b) failure of temperature controls to operate correctly;
 - c) accidental failure of the public electricity supply.
- ii) accidental leakage of refrigerant or refrigerant fumes from the unit.

Specific Exclusions Applicable to Section Two: Shop and Café Stock in Addition to The General Exclusions to The Policy

We will not pay for:

- 1) loss or **Damage** to or resulting from:
 - i) Shoplifting;
 - ii) Unexplained loss or inventory shortage;
 - iii) Natural spoiling of **Café Stock** or **Refrigerated Café Stock**;
 - iv) **Damage** where the 'use-by' date has already expired;
 - v) Use contrary to the manufacturer's instructions.
- 2) any claim from any franchisor or party operating a **Business** from **Your Premises**.
- 3) a loss of profit or for third party claims as a consequence of **Damage**.



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 25,000 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 is excluded unless it is separately disclosed to **Us** in order to be insured under this section.



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 Insurance**:

- 1) **Damage** from a cause that is not excluded under the General Exclusions or under Sections One, Two 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 incurred in calculating **Your** claim.

Less:

- a) **Business** expenses or charges reduced or eliminated due to complete cessation of trade;
- b) Any uplift on the **Cost Price** of lost or damaged shop, café or **Refrigerated Café Stock** **We** have paid or will pay **You** under this policy;
- c) Any **Income** from shop, café or **Refrigerated Café Stock** sold or services performed by others acting on **Your** behalf during the **Period of Insurance** 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** annually 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.

Additional Coverage To Section Four: Business Interruption (which is subject otherwise to the terms and conditions of the policy)

1) Cancellation of an Exhibition

This clause applies in the **Event** of the unavoidable and unforeseen cancellation of an exhibition due to be held at **Your Institution**



Section Four: Business Interruption - continued

where the cancellation is within 6 calendar months of the due start date and where the cancellation is directly as a result of **Damage** to one or more of the **Exhibit(s)** to be shown at the exhibition.

Coverage, is only given under this sub section if **Damage** has occurred either at the **Premises** or whilst in transit to the **Premises** and was entirely beyond the control of **Your Institution**, **Your Employees** or agents.

We will pay up to the GBP 100,000 for the irrecoverable costs associated with that specific exhibition less the applicable **Deductible** stated in the **Schedule** and any savings **Your Business** makes as a consequence of the cancellation.



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 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) Underinsurance

Where, following **Damage**, the cost of rebuilding exceeds the sum insured for the Buildings by more than 15%, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

We will not apply Underinsurance:

- 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 Exclusion Applicable to Section Five in Addition to the General Exclusions of 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 cover 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 cover **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 cover 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 cover more than one party, the total limit of liability 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.

Employers' Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

- the policy number(s),
- employers' names and addresses (including **Subsidiaries** and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above named information provided to **Us** will be processed by **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, **Business** in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

Specific Exclusions To Section Six: Employer's Liability Replacing the General Exclusions to the Policy

This section does not apply to or include cover for or arising out of or relating to:

Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.



Section Six: Employer's Liability - continued

Cyber

any actual or alleged loss, **Damage**, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the insured, including for example any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any computer system or any data by any person or group of persons.

Data Protection

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly.

Known Prior Circumstances

circumstances which the insured or person insured knew or ought to have known was likely to give rise to a claim prior to the inception date of this policy.

Liquidated Damages

liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.

Nuclear and War

any of the following:

- a) **War**;
- b) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

Punitive Damages

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.



Section Six: Employer's Liability - continued

Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

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 steps 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) 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.

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

Despite anything contained herein to the contrary, the cover **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**.



Section Seven: Public and Products Liability

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover 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 cover 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 cover 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 cover more than one party, the total amount of liability 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 cover 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;



Section Seven: Public and Products Liability - continued

- 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
 - i) **Employees'**, directors', partners' or visitors' personal effects including vehicles and their **Contents**;
 - ii) **Premises** and their contents not owned by or leased or rented to **You** at which **You** are undertaking work in connection with the **Business**;
 - iii) **Premises** and their **Fixtures** and **Fittings** leased or rented to **You**, unless such legal liability attaches by virtue of agreement and would not have attached in the absence of the agreement;
 - iv) **Premises** and their **Fixtures** and **Fittings** leased or rented to **You**, where the tenancy agreement requires that **You** effect insurance;
- 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;
- 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

- 1) whether **You** may be liable as an employer or in any other capacity;



Section Seven: Public and Products Liability - continued

- 2) 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 Trustee Liability

We will pay up to GBP 25,000 per **Event** and in all for the **Period of Insurance** for:

- i) compensation, costs and expenses that **You** are legally liable to pay; and/or
- ii) defence costs incurred by **You** with **Our** written consent

following any actual or threatened claim relating to breach in the performance of **Your** duties in relation to **Your** Institution's **Business**.

Any claim under this extension must arise out of an **Event** during the **Period of Insurance** and must be made against **You** during the same **Period of Insurance**.

2 Health and Safety at Work - Legal Defence Costs

We will provide cover 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 cover will not apply:
 - a) to fines or penalties of any kind;
 - b) where cover is provided by any other insurance;
 - c) to proceedings consequent upon any deliberate act or omission.

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

We will provide cover 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 cover will not apply:
 - a) to fines or penalties of any kind;



Section Seven: Public and Products Liability - continued

- b) where cover is provided by any other insurance;
- c) to proceedings consequent upon any deliberate act or omission.

4 Data Protection Act

- 1) We will provide cover 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 1998 arising from an **Event** happening during the **Period of Insurance** in connection with the **Business**.

Provided that that the cover 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;
- iv) in respect of fines or penalties of any kind;
- v) to proceedings consequent upon any deliberate act or omission.

2) Data Protection

Subject to the policy terms, exclusions and conditions this policy is extended to cover the insured for legal liability in respect of any claim for compensation as a result of injury and/or **Damage** under Section 168 of the Data Protection Act 2018.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material **Damage** which is the subject of such claim shall be considered as injury and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the **Event** giving rise to that injury.

This extension applies where claims are made against the insured during the **Period of Insurance** arising from injury and/or **Damage** occurring on or after the start date of the policy or the Retroactive Date specified in the **Schedule** if there is one and before the expiry date of the policy. If a circumstance occurring subsequent to the start date of the policy or Retroactive Date if there is one and before the expiry date of the policy is notified to Us in accordance with the Claims Conditions, We will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

Our liability under this extension shall be limited to GBP 50,000 any one **Occurrence** and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the sum insured stated in the **Schedule**.

The excess under this extension shall be 10% of each claim subject to a minimum of GBP 1,000 and shall be applicable to defence costs.

Additional Exclusions

This extension shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any personal data, as defined in Data Protection Act 2018;



Section Seven: Public and Products Liability - continued

- (i) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (ii) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Fee Payment Condition

We shall be entitled to refuse to pay any claim under this extension entirety if You have not paid any fees required to be paid by any data protection authority.

5 Defective Premises Act 1972

Provided that You are not entitled to cover under any other policy, We will, subject to the terms of this section, cover 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**.

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 practicable steps 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 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.

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 Eight: Personal Accident - Assault

All payments under this section are subject to the applicable **Deductible** stated in the **Schedule**. If a claim is made under this section, a claim cannot also be made under Section Nine for the same **Bodily Injury**.

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 GBP 25,000 as a direct result of the **Bodily Injury** (lump sum)
- 3) Total and irrecoverable loss of all sight in one or both eyes, GBP 25,000 occurring within 24 calendar months as a direct result of the **Bodily Injury** (lump sum)

For any period up to a maximum of 100 weeks of **Temporary Total Disablement** (payable monthly).

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 Qualified Medical Practitioner** 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 practicably 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: Personal Accident

All payments in this section are subject to the applicable **Deductible** stated in the **Schedule** and if a claim is made under this section, a claim cannot be made under Section Eight.

Should any **Insured Person** sustain accidental **Bodily Injury** within the **Territorial Limits** stated in the **Schedule** during the **Period of Insurance** which, solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary by such injury), occasions their death or disablement within 12 calendar months from the date of the accidental **Bodily Injury**, subject to a maximum of GBP 2,000,000 for this section in all during the **Period of Insurance**:

- 1) **We** will pay the amount specified in the Schedule in the **Event** of death.
- 2) **We** will pay a percentage of the amount specified in the **Schedule** relative to the degree of disability as shown in the following scale which prescribes the maximum percentage payable for a range of permanent disabling injuries.

Scale of Benefits

- | | | |
|-------|--|------|
| i) | Loss of more than one limb or loss of one limb together with the loss of 100% sight of one eye | |
| ii) | Loss of sight in both eyes or loss of speech or loss of hearing in both ears | 100% |
| iii) | Loss of one limb | 50% |
| iv) | Loss of sight in one eye | 50% |
| v) | Loss of hearing in one ear | 20% |
| vi) | Total loss of use of: | |
| | a) The back or spine below the neck with no Damage to the spinal cord | 40% |
| | b) The neck or cervical spine with no Damage to the spinal cord | 30% |
| | c) A shoulder, elbow or wrist | 25% |
| | d) A hip, knee or ankle | 20% |
| vii) | Loss of or total loss of use of: | |
| | a) A foot below the level of the ankle (talo-tibial joint) | 50% |
| | b) A thumb | 20% |
| | c) A forefinger or big toe | 15% |
| | d) Any other finger | 10% |
| | e) Any other toe | 4% |
| viii) | Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment of the degree of disability relative to this scale. | |
- 3) For **Temporary Total Disablement** **We** will pay 1% of the sum insured stated in the **Schedule** for each full week for as long as the disablement continues but not exceeding 100 weeks.
 - 4) For **Temporary Partial Disablement**, **We** will pay 0.25% of the sum insured stated in the Schedule for each full week for as long as the disablement continues but not exceeding 100 weeks.

In addition, **We** will pay for:



Section Nine: Personal Accident - continued

1) Medical Expenses:

In the **Event** of a claim for permanent or partial disability insured under this section, **We** will pay all costs incurred by the **Insured Person**, or by **You** in respect of the **Insured Person**, for medical, dental, surgical, manipulative, massage, therapeutic, X-ray and nursing treatment, hospital and nursing home charges, including the cost of medical supplies and ambulance hire, up to GBP 10,000 for each **Insured Person** directly arising out of the injury claimed for.

2) Hijack:

In the **Event** of the unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or crew thereof, in which the **Insured Person** is travelling as a passenger during the **Period of Insurance**, **We** will pay 0.14% of the sum insured stated in the Schedule per 24 hour period. Cover under this sub section continues for up to 12 months from the date of the hijack whilst the **Insured Person** is subject to the control of the person(s) or their associates carrying out the hijack.

3) Disappearance:

Should the **Insured Person** disappear during the **Period of Insurance**, and his/her body is not found within 12 calendar months of the disappearance, and there is sufficient evidence to satisfy **Us** that accidental **Bodily Injury** was sustained and that such **Bodily Injury** caused death, **We** shall pay **You** the amount specified in the **Schedule** for death on the understanding that an undertaking is signed to refund the sum to **Us** should the **Insured Person** subsequently be found to be living.

Specific Conditions to Section Nine: Personal Accident in Addition to the General Conditions to the Policy

- 1) Compensation will not be payable for the same individual in the same incident under more than one of the above subsections for the same **Bodily Injury**. In the **Event** that two or more of the above subsections apply following the same incident, **We** will pay for the one with the highest applicable compensation value.

Compensation under this section will also not be payable until the total amount of the claim has been agreed by **Us**.

- 2) **We** shall not be liable to pay compensation unless **Our Qualified Medical Practitioner(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 furnished to **Us** by **You** at **Your** expense in such form as **We** may prescribe.
- 3) Notice must be given to **Us** as soon as practicably possible upon the death of an **Insured Person** or of the happening of any **Event**, which causes or may cause injury or disablement. Also the **Insured Person** must as soon as practicably 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.
- 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**.

Specific Exclusions to Section Nine: Personal Accident in Addition to the General Exclusions to the Policy

Insurance under this section excludes Bodily Injury directly or indirectly resulting from, consequent upon or influenced by:

- 1) the **Insured Person's** excessive taking of alcohol or use of drugs. (other than drugs taken in accordance with treatment directed by a **Qualified Medical Practitioner** but not for the treatment of drug addiction).
- 2) the **Insured Person** engaging in or taking part in :
 - i) Naval, Military or Air Force service or operations.
 - ii) travel to a country which is, or whose armed forces are, engaged in **War** within its own borders where that part of a journey commences after the outbreak of such **War**.



Section Nine: Personal Accident - continued

- iii) travel to a country to which the Foreign and Commonwealth Office advise against all travel or all but essential travel.
 - iv) winter sports (other than skating or curling).
 - v) skin diving, involving the aid of breathing apparatus, mountaineering or rock climbing normally involving the use of ropes or guides, pot-holing, hang-gliding or parachuting, hunting on horseback or driving or riding in any kind of race.
 - vi) air travel, except as a passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier.
 - vii) the **Insured Person's** participation in sport as a professional, in organised competition or in a league.
- 3) suicide or attempted suicide or intentional self-injury by the **Insured Person** or the **Insured Person** being in a state of insanity.
 - 4) the **Insured Person's** own criminal act or complicity in a criminal act.
 - 5) deliberate exposure to exceptional danger by the **Insured Person** other than an attempt to save human life.
 - 6) any pre-existing physical defect or infirmity or the medical condition of any **Insured Person**.
 - 7) pregnancy or childbirth.
 - 8) HIV (human immune deficiency virus), AIDS (acquired immune deficiency syndrome), AIDS-related complex (ARC) or any other related virus or illness.



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