

**Insurance Speciality  
Fine Art & Specie**

**XL Insurance Company SE**  
Connoisseur Underwriting

**Art & Household  
Insurance Policy  
Wording**





## Art & Household Insurance Policy

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

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the insuring sections 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 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.

**You** must ensure that the sums insured reflect the full value of the property insured, to be calculated as follows:

- (a) Sections One and Two – **Art and Jewellery and/or Watches**: For Art and **Jewellery and/or Watches** that are not individually listed on any listing attached to the **Schedule**, the current **Market Value**;
- (b) Section Three - **Buildings**: The estimated cost of rebuilding the **Building(s)** to the same specification, excluding fees and expenses involved in such rebuilding.
- (c) Section Four - **Contents**: For **Contents**, the current cost as new. For **Tenant's Interior Decorations and Improvements, Fittings and Tenant's Fixtures**, the cost to repair or replace as new.

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 Insurance Company SE

XL Insurance Company SE is a European public limited liability company regulated by the Central Bank of Ireland (Authorisation number C173308). Registered Office 8 St. Stephen's Green, Dublin 2, Ireland. Registered in Ireland Number 641686.

#### XL Catlin Services SE

XL Catlin Services SE acts on behalf of XL Insurance Company SE 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

<b>Act(s) of terrorism</b>	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.
<b>Agreed value</b>	The value agreed by <b>You</b> and <b>Us</b> for the purpose of this policy only. No representation is made by <b>Us</b> that those values represent the <b>Market Value</b> or any other basis of value.
<b>Art</b>	Anything that could be bought or sold at a reputable auction house, including but not limited to paintings, works on paper, furniture, sculpture, ceramics, metalware, architectural features, collectibles, glass, clocks and barometers, <b>Specie Collections</b> , and antiques. <b>Jewellery and/or Watches</b> are excluded as they are separately defined below.
<b>Building(s)</b>	The <b>Home</b> , its decorations, wallcoverings, <b>Fixtures</b> attached permanently to the <b>Home</b> , underground service pipes and cables, sewers and drains, fuel and septic tanks, swimming pools and sports courts, drives, patios, terraces and paths, walls, gates and fences, hedges trees, plants and shrubs and any other structure specifically agreed by <b>Us</b> at a <b>Home</b> address specified in the <b>schedule</b> .
<b>Consequential Loss</b>	<b>Damage</b> , cost, expense or other financial liability incurred that is not directly attributable to the insured <b>Event</b> , including loss of market.
<b>Contents</b>	<b>Your Household Goods</b> , items specifically referred to in Section Four.  <b>Contents</b> does not include anything specifically covered under any other section.
<b>Damage</b>	Physical loss, <b>Damage</b> or destruction which is sudden and unforeseen by <b>You</b> .
<b>Deductible</b>	An amount, as specified in <b>Your Schedule</b> , that <b>We</b> will deduct from each claim.
<b>Depreciation</b>	The reduction in value of an item caused directly by <b>Damage</b> 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 <b>Damage</b> .
<b>Economic Repair</b>	Any repair that costs up to the value specified in the <b>Schedule</b> or up to the <b>Market Value</b> whichever is the lesser.
<b>Employee(s)</b>	<ol style="list-style-type: none"><li>1) any person under a contract of service or apprenticeship with <b>You</b>.</li><li>2) any labour master or person supplied by him or any person supplied by a labour only sub-contractor.</li><li>3) any self employed person.</li><li>4) any person hired to or borrowed by <b>You</b>.</li></ol>
<b>Event</b>	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 <b>Damage</b> 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 <b>Occurrence</b> , irrespective of the number of injured parties, actual claimants or eligible claimants.
<b>Fittings</b>	Items not permanently attached to the <b>Building(s)</b> and that can be removed without <b>Damage</b> .
<b>Fixtures</b>	Items permanently attached to the <b>Building(s)</b> .
<b>Heave</b>	Upward movement of the ground beneath the <b>Buildings</b> as a result of the soil expanding.



## Definitions - continued

<b>Home</b>	The private dwelling(s) at the <b>Named Location(s)</b> in the <b>Schedule</b> but not the garden, grounds, garage or outbuildings.
<b>Household</b>	All permanent residents of <b>Your Home</b> .
<b>Household Goods</b>	Goods and appliances owned by <b>You</b> in <b>Your Home</b> (but not goods used for business purposes).
<b>In the open</b>	Not in an area that can be locked or secured.
<b>Insured Person</b>	Any person defined in the <b>Schedule</b>
<b>Insured Property</b>	All <b>Buildings</b> and other items insured under this policy.
<b>Jewellery and/or Watches</b>	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.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Market value</b>	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 stock, 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.
<b>Money</b>	Cash, uncrossed cheques, uncrossed bankers drafts, uncrossed postal and <b>Money</b> orders, travellers' cheques, business travel tickets, gift vouchers, unexpired units in franking machines, unused current postage stamps, and bills of exchange, which are either <b>Your</b> property or for which <b>You</b> are responsible.
<b>Named Location(s)</b>	Locations specified in the <b>Schedule</b> .
<b>Non negotiable instruments</b>	Crossed cheques, crossed bankers' drafts, crossed postal and <b>Money</b> orders, VAT purchase invoices, National Savings certificates, premium bonds, credit card and debit card sales vouchers, which are either <b>Your</b> property or for which <b>You</b> are responsible and are held for business purposes..
<b>Occurrence</b>	All events arising out of and directly occasioned by one sudden, unexpected, unusual and specific <b>Event</b> occurring at an identifiable time and place. The duration and extent of an <b>Event</b> shall be limited to 72 consecutive hours and within a 10 mile radius and no <b>Event</b> occurring outside such period and/ or radius shall be included in that <b>Event</b> .
<b>Period of Insurance</b>	The time for which this policy is in force as shown on <b>Your Schedule</b> .
<b>Personal Possessions</b>	Items customarily carried on or about the person.
<b>Robbery</b>	Where a person steals and, immediately before or at the time of doing so and in order to do so, uses force on any person, or puts or seeks to put any person in fear of being then and there subjected to force.
<b>Schedule</b>	A <b>Schedule</b> containing the limits of liability and <b>Deductibles</b> .
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <b>Buildings</b> within ten years of construction.



## Definitions - continued

<b>Specie Collections</b>	Collections of coins, stamps and medals.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>Buildings</b> other than by <b>Settlement</b> .
<b>Temporary</b>	For a period not exceeding 90 days.
<b>Tenant's Fixtures</b>	<b>Fixtures</b> that <b>You</b> have, as a tenant, attached to <b>Your Home</b> .
<b>Tenant's Interior Decorations and Improvements</b>	Decorations, wallcoverings and structural improvements which <b>You</b> , as a tenant, have attached permanently or made to <b>Your Home</b> .
<b>Unattended Vehicle</b>	Any road vehicle which does not have an adult actually inside it or upon it, whose responsibility it is to protect the <b>Art</b> or <b>Contents</b> .
<b>War</b>	Invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/Us/Our</b>	The insurer specified in the <b>Schedule</b> .
<b>You/Your</b>	The named insured(s) in the <b>Schedule</b> .



## 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

#### i) **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:

- a) the date **You** receive this policy; or
- b) 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.

#### ii) **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.

#### iii) **Our Right to Cancel**

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

- a) any failure by **You** to pay the premium; or
- b) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- c) 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 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.



## General Conditions Applying to all Sections

**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](mailto: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 UK Information Commissioner's Office.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <http://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.

#### 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 mid-point between the valuations given by the two experts.

#### 5 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.

#### 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.

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

#### 7 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:

- 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;



## General Conditions Applying to all Sections

- 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**.

### 8 Change in Circumstances

**You** must tell **Us** as soon as practicably possible of **You** becoming aware of any changes 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 and cooling-off provisions, 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.





## General Conditions Applying to all Sections

### 9 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**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) 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.

### 10 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**.

### 11 New Acquisitions

The total sum insured under Sections One, Two and Four combined may be increased by up to 25% to cover new acquisitions provided **You** notify **Us** within 60 days of the acquisition and an additional premium set by **Us** is paid. This allowance will be reinstated following each notification to **Us**. **We** are entitled to refuse to continue coverage for new acquisitions and cancel this policy in accordance with the Cancellation and Cooling-Off provisions.

### 12 Packing and Transportation

**You** must ensure that the Art or **Contents** insured are securely and adequately packed whilst in transit and, in respect of Art, if not transported by a professional Art carrier, then under the custody and control of **You**, a member of **Your Household** or a suitable person appointed by **You**.

### 13 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).

### 14 Minimum Standards of Security

**You** must ensure the following minimum level of security (or alternative security protections as agreed in writing by **Us**) is installed at the Premises and put into effect whenever the Premises is left unattended:

- a) the final exit door of the Premises is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must be fitted
- b) other external doors and all internal doors giving access to any part of the **Building** not occupied by **You** are to be fitted with either:
  - i) a mortise deadlock which has 5 or more levers and/or confirms to BS3621 with a matched boxed striking plate as specified above; or
  - ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom



## General Conditions Applying to all Sections

- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window.

### 15 Third Parties

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

### 16 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.

### 17 Sanctions

We shall not provide any benefit under this policy 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.

## Claims Conditions 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 or 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, Heave, Landslip** or landslide caused by or consisting of;
  - a) the **Settlement** or bedding down of structures which are less than ten (10) years old since completion;
  - b) the **Settlement** or movement of made-up ground which is less than ten (10) years 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;
- 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;



## Claims Conditions Applying to all Sections - Continued

- vii) 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.
- 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) an **Act of Terrorism**;
  - 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;
  - viii) 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;
  - ix) Avian Influenza or any mutant variation thereof;
  - x) theft, fraud or dishonesty committed by: a) any of **Your Household** b) anyone to whom **Your Art** is consigned or otherwise directly or indirectly 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 Five).
- 8 Items kept In the Open, unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium.
- 9 **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**.
- 10 **Damage** to **Contents** in or upon Unattended Vehicles except as may be covered under Section One
- 11 The amount of the **Deductible** stated in the **Schedule** for each and every loss



## Claims Conditions Applying to all Sections - Continued

- 12 **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.
- 13 Mysterious disappearance or unexplained loss.
- 14 Consequential Loss.
- 15 **Your** or another party's insolvency, scheme of arrangement or similar arrangement.
- 16 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 **Damage** to the property insured caused by or contributed to by or arising from the use or operation of any computer, 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 physical loss of or physical **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.



## Section One: Art

**We** will pay, subject to the applicable **Deductible** stated in the **Schedule**, for **Damage** to the **Art** described 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**.

Despite General Exclusion 1 iii, if **Your Art** is damaged by a professional Conservator, Restorer or Framer, **We** will pay the cost of repair and any **Depreciation** directly caused by the **Damage**.

Basis of **Settlement** for Section One: **Art Only**

- 1 The basis of valuation for **Settlement** of any total loss covered will be:
  - (i) For **Art** individually listed, the **Agreed Value** shown in the **Agreed Value Schedule**.
  - (ii) For **Art** not individually listed, the **Market Value** immediately prior to the loss.
- 2 In no **Event** will **We** be liable for more than the applicable total sum insured stated in the **Schedule**.
- 3 In the **Event** of partial **Damage** to any **Art**, the amount payable will be the cost of restoration plus any resulting **Depreciation** in value but not exceeding the full insured value of that **Art**, valued as in 1 i. or ii. above as applicable.

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

### **Additional Coverage To Section One: Art (all of which is subject otherwise to the terms of this section and the policy)**

#### **1 Emergency Relocation**

**We** will pay the cost of transporting the **Art** to and storing it in an agreed place of secure storage if, the security or safety of the Named Location is compromised due to a sudden and unforeseen **Occurrence**. Cover for such transportation and storage is limited to 20% of the total sum insured under this Section One and **We** will not pay for more than 12 months storage.

#### **2 Defective Title**

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will reimburse **You** for claims made against **You** arising from **Your** purchase of **Art** 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 making reasonable enquiry.

Providing always that:

- i) the purchase was made after the date **You** first insured **Your Art** 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** as soon as practicably possible 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 lawyer instructed advises are reasonable;
- v) **You** are required to relinquish possession of the **Art** to another party, **We** will pay the amount that **You** paid to purchase the **Art**;
- vi) if **You** are required to pay damages to another party, **We** will pay the amount of those damages up to the **Market Value** of the item at the time of payment.

**Our** maximum liability including legal costs under this sub section, is the lesser of:

- i) the **Agreed Value** shown in the **Agreed Value Schedule** per claim and in all for each **Period of Insurance**.
- ii) or GBP 500,000 per claim and in all for each **Period of Insurance**.



## Section Two: Jewellery and/or Watches

Subject to the applicable **Deductible** stated in the **Schedule**, in the **Event** of **Damage** to **Jewellery and/or Watches** at the **Home(s)** or whilst elsewhere in the world for a **Temporary** period, **We** will pay if an item is lost or beyond **Economic Repair**:

- 1) for **Jewellery and/or Watches** individually specified on any listing attached to the **Schedule**, the value listed or the **Market Value** immediately prior to loss, whichever is the lesser;
- 2) for **Jewellery and/or Watches** not individually listed, the **Market Value** immediately prior to loss.

In the **Event** of partial **Damage** to any **Jewellery and/or Watches** insured, **We** will pay the cost of repair plus any resulting Depreciation but not exceeding the full insured value of that item using the basis of Settlement set out above. At **Our** option, **We** may arrange the repair.

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.

### **Specific Exclusions to Section Two: Jewellery and/or Watches in Addition to the General Exclusions of the Policy**

**We** will not pay for **Damage** to **Jewellery and/or Watches**:

- 1 with an individual value of GBP 5,000 or more, unless specified in the listing attached to the **Schedule**;
- 2 from an **Unattended Vehicle**;
- 3 in the possession of students living away from **Home**;
- 4 with a collective value in excess of GBP 15,000 whilst away from the **Home** unless kept in a safe whilst not being worn.



## Section Three: Buildings

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, 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 loss or **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**:

- 1 Up to 20% of the total sum insured of the **Building(s)** damaged for:
  - i) architects', surveyors', consulting engineers' and legal fees incurred in connection with the rebuilding;
  - ii) dismantling, demolition, debris removal and shoring up costs;
  - iii) the cost of complying with any Government or Local Authority requirement following **Damage**.
- 2 Up to GBP 2,500 for **Damage** to trees, plants and shrubs, other than **Damage** caused by storm, flood, frost, disease, weight of snow, falling trees or branches, or animals.
- 3 Up to 25% of the total sum insured of the **Building(s)** damaged for loss of rent from a rental contract in place prior to the **Damage** for as long as the **Building(s)** remains uninhabitable, subject to a maximum period of 2 years.
- 4 Up to 20% of the **Building(s)** total sum insured for **Fixtures** removed from the **Building(s)** for repair, restoration and / or storage for a maximum period of 90 days.

### Damage by Trespassers

**We** will pay up to 10% of the **Building(s)** total sum insured for the cost of rectifying **Damage** to **Your** land adjoining the **Building(s)** by persons unlawfully trespassing on it.

### Theft of Building Materials

**We** will pay up to 5% of the **Building(s)** total sum insured for theft of newly acquired unfixed **Building** materials and supplies at the **Building(s)** or on adjacent land solely for the purpose of **Building** work to the **Building(s)**.

## Specific Exclusions Applicable to Section Three: 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 or extension to the **Building(s)**
- 2 frost, except to fixed tanks, apparatus or pipes
- 3 storm or flood **Damage** to gates and fences
- 4 **Subsidence, Heave** or **Landslip**:
  - i) to solid slabs unless the foundations beneath the external walls of the **Building(s)** are damaged by the same cause at the same time;
  - ii) to domestic fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, colonnades, gates, hedges and fences, unless the **Home** at the insured location is also damaged by the same cause at the same time.
- 5 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 Four: Contents

1 Subject to the applicable **Deductible** stated in the **Schedule** in the **Event of Damage to Contents** at **Your Home** during the **Period of Insurance** (or elsewhere for a **Temporary** period), **We** will pay the cost of **Economic Repair** or, if the **Contents** are lost or beyond **Economic Repair**, replacement as new, up to the total sum insured as detailed in the **Schedule**.

**Personal Possessions** with a new replacement value of over GBP 5,000 must be specified on any listing attached to the **Schedule**.

**We** will also pay the cost of **Economic Repair** or, if the **Contents** are lost or beyond **Economic Repair**, replacement as new, following **Damage** to the following:

- i) Guests' **Personal Possessions** brought to **Your Home** that are lost or damaged whilst the guest(s) are in **Your Home**, up to GBP 10,000 per **Period of Insurance**;
- ii) **Jewellery and/or Watches** not specified on any listing attached to the **Schedule**, up to GBP 5,000 in all. Any other **Jewellery and/or Watches** must be insured under Section Two and are not insured under this Section;
- iii) Gold or silver not specified on any listing attached to the **Schedule** and not covered under Section One or Section Two, up to GBP 5,000 per **Period of Insurance**;
- iv) **Specie Collections** with a **Market Value** immediately prior to loss of under GBP 2,500.

### 2 Fixtures and Fittings

**We** will pay the cost of **Economic Repair** of Fittings and Tenant's Fixtures, or, if the Fittings and Tenant's Fixtures are beyond **Economic Repair**, replacement as new.

Cover under this subsection 2 is subject to a limit of 15% of the sum insured under this Section Four per **Period of Insurance**, unless otherwise agreed in writing by **Us**.

### 3 Tenant's Interior Decorations and Improvements

In the **Event of Damage** to Tenant's Interior Decorations and Improvements, **We** will pay the cost of reinstatement and/or restoration of such Tenant's Interior Decorations and Improvements to a condition substantially the same as but not better or more extensive than the condition that the Tenant's Interior Decorations and Improvements were in immediately before the **Damage**, providing always that the work is carried out without delay and in any **Event** within one year of the loss or **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.

Cover under this subsection 3 is subject to a limit of 15% of the sum insured under this Section Four per **Period of Insurance**, unless otherwise agreed in writing by **Us**.

### 4 Trace and Access for Gas, Heating Oil or Water Leak

**We** will pay the costs incurred to find the point of escape of a gas or heating oil leak within **Your Home**, or of a water leak from **Your** permanent internal plumbing or heating system, which has caused insured **Damage to Your Building(s), Contents** or Art.

### 5 Loss of Gas, Metered Water or Heating Oil

**We** will pay for any loss of metered water or heating oil up to a maximum of GBP 5,000 any one incident and in all during the **Period of Insurance**.

### 6 Freezer Contents

**We** will pay for the spoiling of food from a freezer arising from escape of refrigerant fumes, change in temperature or accidental failure of the public electricity supply up to a limit of GBP 2,500 during the **Period of Insurance**.

### 7 Keys

**We** will pay for the replacement of keys to external doors, windows, safes or security systems that are lost up to a limit of GBP 2,500 during the **Period of Insurance**.

### 8 Money

**We** will pay for physical loss of **Money** held for social or domestic purposes up to GBP 5,000 any one loss.





## Section Four: Contents - Continued

### 9 Credit/Debit Cards

We will pay Your liability to a credit or debit card issuer for unauthorised use of Your credit / debit card following theft, providing that the police and card issuer are advised within 24 hours of the loss being discovered, the terms and conditions of use have been complied with and the thief is not a member of Your Household or insured under this policy. The maximum We will pay is GBP 10,000 during the Period of Insurance.

### 10 Pedal Cycles

We will pay for Damage to pedal cycles, including accessories damaged at the same time, subject to a maximum of GBP 2,000 during the Period of Insurance, unless specified in the listing attached to the Schedule.

### 11 Fatal Injury

Should You or any member of Your Household die within 12 calendar months after being injured by a fire or accident at any of the Named Location(s) during the Period of Insurance, We will pay GBP 25,000 for each person fatally injured, subject to a maximum of GBP 100,000 during the Period of Insurance. This clause is only valid as permitted by law.

### 12 Alternative Accommodation

If Your Home insured under this policy is made uninhabitable due to Damage, or the local authority prohibits access to Your Home, We will pay for;

- i) reasonable alternative accommodation for You, other permanent members of Your Household and Your pets for up to 12 calendar months;
- ii) any rent for the Home for up to 12 calendar months for which You are liable as occupier.

The maximum We will pay for alternative accommodation is 25% of the total of the sums insured for Section One and Section Four at the particular Building that is rendered uninhabitable.

### 13 Losses from Unattended Vehicles

We will pay for losses of Contents from Unattended Vehicles up to GBP 5,000 each loss and in all for the Period of Insurance provided that the vehicle is locked and alarmed.

## Exclusions Applicable to Section Four: Contents in Addition to the General Exclusions to the Policy

We will not pay for:

- 1 loss or Damage to Personal Possessions with a new replacement value of GBP 5,000 or more, unless specified in the listing attached to the Schedule;
- 2 loss or Damage to Jewellery and/or Watches, Money or liability for credit/debit cards in the possession of students living away from Your Home;
- 3 pedal cycles or accessories that, at the time of Damage, have been lent or hired to someone who is not a member of Your Household, nor for Damage or theft when left outside the Building(s) unless securely attached by appropriate security device(s) to a permanently fixed structure when unattended;
- 4 accidental Damage to contact or corneal lenses;
- 5 loss or Damage to items insured, or that would have been insured but for the operation of an exclusion or limitation, under Sections One, Two and Three;
- 6 the loss of gold or silver, Jewellery and/or Watches, Money or credit/debit cards from Unattended Vehicles.



## Section Five: Liability

Subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover up to GBP 5,000,000 any one **Event**:

1 against **Your** legal liability as owner or occupier of premises for compensation in respect of

- i) accidental injury including death, illness and disease to any person;
- ii) accidental **Damage** to physical property;

occurring during the **Period of Insurance** in or about the **Building(s)** at the address(es) specified in the **Schedule**.

2 against **Your** legal liability incurred in a personal capacity for compensation in respect of

- i) accidental injury including death, illness and disease to any person;
- ii) accidental **Damage** to physical property;

occurring during the **Period of Insurance** anywhere in the world, but excluding the United States of America and Canada if **You** have been in either or both of those countries for more than 90 days in total during the 12 calendar months during any **Period of Insurance**.

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 periods of insurance subsequent to the date of **Occurrence** as above shall exclude cover in respect of any claims arising out of such **Event**.

3 against legal liability for claimants' costs and expenses in connection with 1 or 2 above incurred with Our written consent provided that

- i) **We** will only cover **You** as owner of premises if **Your Buildings** are also insured under Section Three;
- ii) **We** will only cover **You** as occupier of premises if **Your Contents** are also insured under Section Four;
- iii) **We** will only cover **You** in a personal capacity if **Your Contents** are also insured under Section Four.

Our liability for all sums payable to **You** under this section shall not exceed GBP 5,000,000 any one **Event**.

Where **We** are liable to reimburse more than one party, the total limit of liability in respect of compensation shall not exceed GBP 5,000,000 any one **Event**.

### Specific Exclusions to Section Five: 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 **You** or any **Employee** arising out of and in the course of his employment or engagement by **You**;

2 arising out of the ownership possession or use by **You** or on **Your** behalf or any person entitled to cover of any

- i) mechanically propelled vehicle other than legal liability arising out of domestic garden equipment, golf buggies, mobility scooters and invalid carriages;
- ii) craft designed to travel on or through water, air or space;

3 arising out the ownership occupancy use or possession of any land or Building not at the address(es) shown in the **Schedule**;

4 arising from any business profession or occupation;

5 in respect of **Damage** to physical property owned by **You** or in the care, custody or control of **You** or any **Employee**, other than **Damage** to **Buildings** for which **You** as tenant are liable to the owner;



## Section Five: Liability - continued

- 6 for liability assumed by **You** under agreement where such liability would not have attached in the absence of any agreement;
- 7 for fines penalties or for damages which are only intended to punish **You** or make an example of **You**;
- 8 for claims arising out of a criminal act;
- 9 of whatsoever nature directly or indirectly caused by or contributed by or arising out of HIV (human immune deficiency virus), AIDS (acquired immune deficiency syndrome) AIDS-related complex (ARC) or any related virus or illness.

### **Additional Coverage to Section Five: Liability (all of which is subject otherwise to the terms of this section and the policy)**

#### **1 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**.

#### **2 Unrecovered Damages**

If **We** cover **Your** personal liability under this section and **You** have not received the full amount of any damages and taxed costs awarded in a judgement by a court in England and Wales during the **Period of Insurance** for injury including death or disease or **Damage** to physical property within 3 calendar months of the award, **We** will pay **You** the balance

Provided that:

- i) **You** would have been insured under this section if the judgement had been made against **You** rather than in **Your** favour;
- ii) there is no appeal outstanding;
- iii) if any payment is made under the terms of this Extension;
- iv) **You** will assign the judgement to **Us**.

#### **3 Liability to Domestic Employees**

Despite anything contained herein to the contrary and subject to the applicable **Deductible** stated in the **Schedule**, **We** will provide cover to **You** for all sums **You** become legally liable to pay including costs and expenses **You** incur with Our written consent in respect of injury including death, illness and disease caused during the **Period of Insurance** to any domestic **Employee** and arising out of and in the course of their employment by **You** 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

Our liability for sums 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 reimburse more than one party, the total amount 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.

**We** shall not be liable under this sub section 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



## Section Five: Liability - continued

### Memorandum to Liability to Domestic Employees Coverage

Despite anything contained herein to the contrary, the cover **We** provide in respect of injury including death, illness, disease to domestic **Employees** 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.

### Specific Conditions to Section Five: 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 practicably 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 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 Six: Identity Fraud

**We** will pay up to GBP 25,000 in all during the **Period of Insurance** for legal and other extraordinary expenses incurred by **You** with Our prior written consent in resolving a situation whereby someone has assumed **Your** identity to obtain **Money** or credit.

Providing that:

- 1 The person assuming **Your** identity was not known to **You**, **Your Household** or a relative of yours prior to the assumption of identity;
- 2 The incident does not arise out of business activities carried out by **You/Your** family or **Your Household**;

The incident does not involve any fraudulent or criminal act or omission by **You** or any member of **Your** family or **Your Household**.



## Complaints Procedure

**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  
20 Gracechurch Street  
London  
EC3V 0BG

Tel Number: **+44 (0)20 7743 8487**

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on behalf of XL Insurance Company SE 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

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://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 Insurance Company SE 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](https://eiopa.europa.eu/Publications/Consultations/EIOPA-CP-18-003_Discussion_paper_on_resolution_funding%20and.pdf).



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