

Insurance
Specialty
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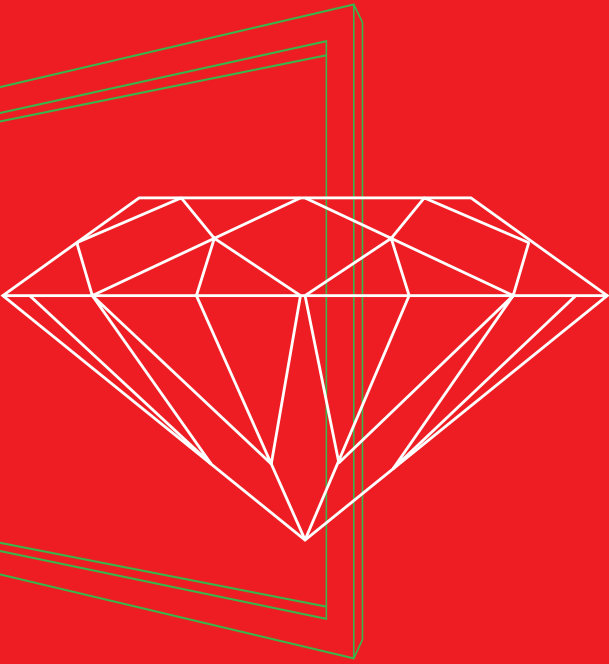


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Art & Household Insurance Policy Document

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Lloyd's Insurance

Effected through

Connoisseur Underwriting

Bespoke, flexible and above all, affordable insurance

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

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

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

John Wakefield.

Art & Household Insurance Policy

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

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

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

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

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

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

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 3 - **Buildings**: The estimated cost of rebuilding the **building(s)** to the same specification, excluding fees and expenses involved in such rebuilding.
- c. Section 4 - **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.

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.
Art	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, specie collections , and antiques. Jewellery and/or watches are excluded as they are separately defined below.
Building(s)	The home , its decorations, wallcoverings, fixtures attached permanently to the home, 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 us at a home address specified in the schedule .
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"> • Your household goods • Items specifically referred to in Section Three <p>Contents does not include anything specifically covered under any other section.</p>
Damage	Physical loss or damage which is sudden and unforeseen by the insured.
Deductible	An amount, as specified in your schedule , that we will deduct from each claim.
Depreciation	The reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement in Section One and its condition prior to the damage .
Economic repair	Any repair that costs up to the value specified in the schedule or up to the market value whichever is the lesser.
Employee(s)	<ol style="list-style-type: none"> 1) any person under a contract of service or apprenticeship with you. 2) any labour master or person supplied by him or any person supplied by a labour only sub-contractor. 3) any self employed person. 4) any person hired to or borrowed by you.
Event	Any one or all occurrences of a series arising out of one original cause. This shall include, but not be restricted to, several occurrences of injury including death, illness or disease or damage to physical property relating to the same fault in design manufacture instructions for use or labelling or attributable to supply of the same products or products showing the same defect or the same action or failure to act and shall be treated as one single occurrence , irrespective of the number of injured parties, actual claimants or eligible claimants.
Fittings	Items not permanently attached to the building(s) and that can be removed without damage .
Fixtures	Items permanently attached to the building(s) .

Definitions - continued

Home	The private dwelling(s) at the named location(s) in the schedule but not the garden, grounds, garage or outbuildings.
Household	All permanent residents of your home .
Household goods	Goods and appliances owned by you in your home (but not goods used for business purposes).
In the open	Not in an area that can be locked or secured.
Insured Person	Any person defined in the schedule .
Insured Property	All buildings and other items insured under this policy.
Jewellery and/or watches	Watches gemstones, pearls or items of gold or silver or other precious or semi-precious metal and/or articles comprising them, designed to be worn on the person.
Loss of limb	Severance at or above the wrist or ankle.
Loss of use of limb	Permanent loss of use of a hand, arm, foot or leg.
Market value	The price a willing buyer would pay to a willing seller with good title at the place the item(s) were located immediately prior to the loss after a reasonable period for marketing the 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.
Money	Cash, uncrossed cheques, uncrossed bankers drafts, uncrossed postal and money orders, travellers' cheques, business travel tickets, gift vouchers, unexpired units in franking machines, unused current postage stamps, and bills of exchange, which are either your property or for which you are responsible.
Named location(s)	Locations specified in the schedule .
Non negotiable instruments	Crossed cheques, crossed bankers' drafts, crossed postal and money orders, VAT purchase invoices, National Savings certificates, premium bonds, credit card and debit card sales vouchers, which are either your property or for which you are responsible and are held for business purposes.
Occurrence	All events arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10 mile radius and no event occurring outside such period and/ or radius shall be included in that event .
Period of insurance	The time for which this policy is in force as shown on your schedule .
Personal possessions	Items customarily carried on or about the person.
Robbery	Where a person steals and immediately before or at the time of doing so and in order to do so, he/she uses force on any person, or puts or seeks to put any person in fear of being then and there subjected to force.
Schedule	A schedule containing the limits of indemnity and deductibles .
Specie collections	Collections of coins, stamps and medals.
Temporary	For a period not exceeding 90 days.

Definitions - continued

Tenant's fixtures	Fixtures that you have, as a tenant, attached to your home
Tenant's interior decorations and improvements	Decorations, wallcoverings and structural improvements which you , as a tenant, have attached permanently or made to your home .
Unattended vehicle	Any road vehicle which does not have an adult actually inside it or upon it, whose responsibility it is to protect the art or contents .
Vicinity	Within a radius of one mile.
War	Invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We, us and our	The insurer specified in the schedule .
You or your	The named insured(s) in the schedule .

General conditions applying to all sections

1. **Access**

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

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

Any information provided by **you** to **us** will be processed in compliance with relevant Data Protection legislation. It may be necessary to pass information on to third parties in order to administer this policy and handle claims.
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. It is agreed that there will be no appeal from this valuation.
5. **Due Diligence**

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

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

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

The total amount that **we** will pay will not exceed the amount that **we** are liable for to any one insured as defined on the **schedule**.
9. **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 at our sole discretion and coverage terminates at the date of notification.
10. **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**.
11. **Premium payment**

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

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

General conditions applying to all sections - continued

12. Third Parties

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

13. 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.

Claims conditions applying to all sections

1. Notice of Loss

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

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

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

2. Costs and Expenses

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

1. wholly and necessarily by **you**;
2. solely in defence or mitigation of the relevant claim or liability;
3. with **our** prior written consent;
4. that are not fines or penalties.

3. Transfer of Ownership

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

4. Recovered Property

You will have the right to purchase from **us** any property recovered upon repayment to **us** of the sums **we** have paid to **you** on your behalf under this policy.

We will notify **you** by mail at your last known address of the right to purchase property recovered and **you** will have 60 days from the date the notice is posted to exercise the right to repurchase.

5. Subrogation

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

6. Right to settle claims with third parties

1. For claims for property entrusted to you:

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

2. For liability claims:

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

General exclusions applying to all sections

This policy does not cover:

- 1 Loss, **damage** or expense caused by or resulting from:
 - i. natural ageing, gradual deterioration, inherent vice, latent defect, rust or oxidation, moth or vermin, warping or shrinkage, mould, insects, fungus, mildew, corrosion, nature of the subject matter insured;
 - ii. aridity, humidity, exposure to light or extremes of temperature unless such loss or **damage** is caused by storm, frost or fire or another sudden unforeseen **event**;
 - iii. any process or, alteration, refurbishment, repair, maintenance; dismantling, restoration, decoration, heating, drying, cleaning, washing, or dyeing;
 - iv. normal settlement, shrinkage, subsidence, landslip, ground 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;
 - viii. 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;
 - 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 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. the corruption, loss or failure of computer data or hardware or software;
 - ii. **war**
 - iii. an **act of terrorism** which involves using, or threatening to use, any biological or chemical agent (including contamination);
 - iv. any failure in the supply of gas, metered water or heating oil to **your home** caused by or resulting from an **act of terrorism**;
 - v. any loss or distortion of electronic data caused by or resulting from an **act of terrorism**;
 - vi. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
 - vii. 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**;

General exclusions applying to all sections - continued

- viii. any incident or event which happened prior to the commencement of this policy ;
 - ix. the transmission of any illness, disease or virus;
 - x. building work with a contract value in excess of GBP 25,000, unless **we** have agreed this in writing;
 - xi. 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;
 - xii. Avian Influenza or any mutant variation thereof;
 - xiii. 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.
 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. **Cyber attack exclusion clause**
 - 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover 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.
 - 1.2 Where this clause is endorsed on policies covering risks of **war**, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **terrorism** or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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**

Notwithstanding General Exclusion 1 iii, if **your art** is damaged by a professional Conservator, Restorer or Framer, **we** will pay the reasonable 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 reasonable cost of transporting the **art** to and storing it in an agreed place of secure storage if, in **our** sole opinion, 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 indemnify **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** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** written consent;
- iv. **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the 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 in rented accommodation;
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 reasonably and wholly 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, 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. subsidence, ground 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**.

Section Four: Contents - continued

8. Money

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

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**.

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 indemnity 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 indemnity 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 indemnify **you** as owner of premises if your **buildings** are also insured under Section Three;
 - ii. **we** will only indemnify **you** as occupier of premises if your **contents** are also insured under Section Four;
 - iii. **we** will only indemnify **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 indemnify more than one party, the total amount of indemnity 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 indemnity of any
 - i. mechanically propelled vehicle other than legal liability arising out of domestic garden equipment golf buggies 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;
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.

Section Five: Liability - continued

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 indemnity under any other policy, **we** will, subject to the terms of this section, indemnify **you** against legal liability **you** incur under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or similar legislation in respect of injury including death, illness or disease or **damage** to physical property arising in connection with premises disposed of by **you** and which prior to disposal were occupied by **you** in connection with the business occurring within the period of insurance.

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**

Notwithstanding anything contained herein to the contrary and subject to the applicable **deductible** stated in the **schedule**, **we** will provide indemnity 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 his 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 indemnify more than one party, the total amount of indemnity shall not exceed GBP 10,000,000.

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

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

Memorandum to Liability to Domestic **Employees** Coverage

Notwithstanding anything contained herein to the contrary, the indemnity **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.

Section Five: Liability - continued

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

2. Alteration of Risk

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

3. 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** or **your** family or **your household**;
3. 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 aim to provide a high standard of service that will leave **you** with no cause for complaint. However, if **you** ever feel that **we** have not met the standard **you** would expect of **us**, any enquiry or complaint regarding **your** policy or a claim under it may be addressed to the insurance advisor acting for **you**, or to the Complaints Department at Lloyds.

Lloyd's Complaints Department

Lloyd's

One Lime Street

London EC3M 7HA

Tel: +44 (0)20 7327 5693 Fax: +44 (0)20 7327 5225 email: complaints@lloyds.com

Please have details of the policy, including your policy number, available to enable the enquiry to be dealt with speedily.

If **you** cannot settle **your** complaint with **us** **you** may be entitled to refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service South Quay Plaza

183 Marsh Wall

London E14 9SR

Tel: +44 (0)845 080 1800

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

You may also contact The Association of British Insurers for advice.

The Association of British Insurers

Consumer information Department, 51 Gresham Street,

London EC3V 7HQ

Tel: +44 (0)20 7600 3333

Please note that the Ombudsman will not consider **your** complaint until **you** have first written to **us** and received our final decision. Also, the Ombudsman scheme does not apply to Commercial Insurance, and commercial policyholders should contact the Association of British Insurers for assistance.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **we** cannot meet our liabilities. This depends on the type of business and the circumstances of the claim.

Nothing in this process will adversely affect any right of action which **you** or any other insured may have against **us**

Art & Household Policy
from XL Syndicate 1209 at Lloyd's
in association with:

Connoisseur
Underwriting

Bespoke, flexible and above all, affordable insurance

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