

# Corporate Collector

Art Insurance Policy



redefining / art insurance

# INTRODUCTION

## Notes

a) *This is a legal document and should be kept in a safe place.*

b) *Please read the policy, the schedule and any **endorsements** carefully. If they are not correct return them to **us** or **your** insurance adviser.*

c) *Any agreement required from **us** must be in writing.*

1. The policy, schedule and any **endorsements** form one document and constitute a contract between **you** and **us**.
2. In accordance with the detailed terms which follow, and any **endorsements** to this policy, **we** will insure **you** against physical loss of or physical damage to **your collection** as specified in the schedule during any **period of insurance** for which **we** have accepted **your** premium, provided all the terms and conditions of the policy are complied with.
3. Any enquiry or complaint may be addressed to **us** (directly or through **your** insurance adviser). Please have details of the policy available, including **your** policy number, to enable the enquiry to be dealt with speedily.
4. If **you** are not satisfied with the handling of any complaint please follow the Disputes and Complaints Procedures on page 11.

## DEFINITIONS

Certain words in this policy have special meanings. These meanings are given below. To help **you** identify these words **we** have printed them in **bold** on the following pages.

|                              |   |
|------------------------------|---|
| <b>Agreed Values</b>         | Values agreed between <b>you</b> and <b>us</b> for the purposes of this policy only. No representations are made by <b>us</b> that they are the value which the items would attain if sold. They should not be relied upon for any purpose but insurance with <b>us</b> . |
| <b>Collection</b>            | The art, antiques and/or other property of a similar nature belonging to <b>you</b> or for which <b>you</b> have a legal responsibility, which is specified in the schedule.  |
| <b>Depreciation</b>          | The percentage reduction in value of an item directly caused by physical damage to the item.  |
| <b>Endorsement</b>           | Any variation made to the policy which has been agreed by <b>us</b> in writing.   |
| <b>Employee</b>              | Any person for the time being employed by or working for <b>you</b> , whether for reward or not.  |
| <b>Insured Premises</b>      | The buildings(s) at the address(es) specified in the schedule, but not the outbuildings, garden or grounds.   |
| <b>Period of insurance</b>   | The period shown in the schedule and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> premium.  |
| <b>Temporarily elsewhere</b> | Away from the <b>insured premises</b> for a period not exceeding 90 consecutive days but not including whilst on exhibition.  |
| <b>Unoccupied</b>            | Unused by <b>you</b> for <b>your</b> usual purposes for more than thirty consecutive days and not inspected, weekly, by <b>you</b> or a person authorised by <b>you</b> .   |
| <b>We or us or our</b>       | AXA ART Insurance UK SE.  |
| <b>You or your</b>           | The entity shown in the schedule as the Insured.  |

# WHAT IS INSURED (THE COVER)

## A. THE COLLECTION

Subject to the exclusions overleaf, **you** are insured against physical loss of or damage to the **collection** while in the **insured premises**. **Depreciation** is included where this occurs as a direct result of damage insured by this section of the policy.

**You** are also insured on the same terms while the **collection** or any part of it is **temporarily elsewhere** in accordance with the transit/outside limit shown in the schedule, provided always that the **collection** or any part of it is securely and adequately packed while in transit and transported by a professional Fine Art carrier.

**You** are also insured for the reasonable cost of transporting **your collection** to and from, and placing it in, secure storage if

- a) **your insured premises** is rendered unfit for occupation, or in **our** sole opinion the security of **your insured premises** is compromised, as a result of sudden physical loss or damage to **your insured premises**;
  - b) the local authority prohibits access to **your insured premises**;
- until either such time as the physical loss or damage is rectified, or the local authority allows **you** to resume occupancy of **your insured premises**. The most **we** will pay, provided that **you** have **our** prior written agreement to incur these costs, is 15% of the sum insured of the **collection**.

## B. DEFECTIVE OR LACK OF TITLE

Subject to the exclusions in clause 3 overleaf, **you** are insured for

1. The amount **you** have paid to purchase an item which **you** are subsequently required, by law, to relinquish possession of due to:
  - a) The vendor's lack of title, or defective title, to the item purchased by **you**;
  - b) Any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.
2. Legal costs **you** incur, with **our** prior consent, in defending any claim made against **you**.

Provided always that the maximum **we** will pay under this paragraph will not exceed 10% of the sum insured, subject to a maximum of GBP 50,000 per claim and in the aggregate each policy year.

## C. NEW ACQUISITIONS

**You** are also insured against physical loss or physical damage to art and antiques newly acquired by **you** provided that **you** notify **us** within 60 days and an additional premium is paid. The most **we** will pay under this extension is 30% of the total value of the **collection**.

# WHAT IS NOT INSURED (EXCLUSIONS)

**You** are not insured for:

1. Loss, damage or expense caused by or resulting from:
  - a. inherent defect, wear and tear, nature of the subject-matter insured, gradual deterioration, insects, vermin, rust, corrosion, rot, mildew, mould, fungus, atmospheric or climatic conditions, or action of light;
  - b. alteration, misuse, electrical or mechanical breakdown;
  - c. any act of dishonesty committed or connived at by any **employee**;
  - d. confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
  - e. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - f. any part of the **insured premises** normally occupied by **you** being lent let or sub let to a third party;
  - g. any part of the **collection** being lent for exhibition without **our** prior approval.
2. Loss, damage or expense which is:
  - a. directly or indirectly caused by or contributed to by or arises from:
    - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - ii) the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
    - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
    - v) any chemical, biological, bio-chemical, or electromagnetic weapon.
  - b. caused by **your** own wilful act, or that of any **employee** or tenant.
3. In respect of DEFECTIVE OR LACK OF TITLE, any claim made against **you**
  - a. outside the **period of insurance**;
  - b. in respect of any purchase made prior to the retroactive date stated in the schedule or, if no date is stated, any purchase prior to the date **you** first insured with **us**;
  - c. arising by reason of a registered Bill of Sale affecting the item;
  - d. arising from any purchase made by **you** other than from an auctioneer or dealer who is a member of the RICS (Royal Institute of Chartered Surveyors, Fine Art Faculty), ARVA (Association of Regional Valuers & Auctioneers), SOFAA (Society of Fine Art Auctioneers), BADA (British Antique Dealers Association), LAPADA (London and Provincial Antique Dealers Association), SLAD (Society of London Art Dealers), CINOA (Confederation Internationale des Negotiants en Oeuvres d'Art) or any other vendor agreed by **us** in writing.

4. Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or 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.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. Loss, damage or expense of whatsoever nature to the extent that the provision of cover, payment of claim or provision of benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# GENERAL POLICY CONDITIONS

1. **You** must take all reasonable steps to protect the **collection** against loss or damage.
2. **You** must tell **us** (directly or through **your** insurance adviser) if any of the information provided by **you** to **us** when we agreed to insure **you** has changed. This includes:
  - a. Changes to the use of **your insured premises**;
  - b. Changes to the occupancy of **your insured premises** (e.g. where **your insured premises** becomes **unoccupied**);
  - c. Changes to locks, alarms, safes or other security measures taken in **your insured premises**;
  - d. Changes to measures taken to protect **your insured premises** against the risk of fire or fire spread;
  - e. Whether **you** or any **employee** have been convicted of, or charged with but not yet tried for, any offence;
  - f. If any building work is to take place at **your insured premises**.

If **you** notify **us** of any such changes, **we** may, at **our** sole discretion:

- a. Require **you** to pay an additional premium; or
- b. Impose additional conditions, warranties, restrictions, exclusions or **endorsements** on any part or of the whole of **your** policy; or
- c. Cancel **your** policy; or
- d. Continue with **your** policy on its existing terms.

If **you** fail to notify **us** as soon as reasonably possible of any change in the information provided by **you** to **us** when **we** agreed to insure **you**, **we** may avoid **your** policy (that is treat it as if it did not exist) back to the date of the change and no claims relating to events occurring after the change will be paid.

3. **You** have the right to cancel the policy at any time by giving **us** notice in writing by recorded delivery or registered letter. If **you** cancel, **you** should write to **us** at Marlow House, 1A Lloyd's Avenue, London, EC3N 3AA. **We** also have the right to cancel the policy at any time but must give **you** 14 days notice. If **we** cancel, **we** will write to **your** last known address by recorded delivery or registered letter. Upon cancellation, **you** shall be entitled to a return premium proportionate to the unexpired part of the **period of insurance** providing no claim has been submitted.
4. **We** reserve the right to cancel this policy with effect from its inception in the event of non payment of the premium.
5. If **you** make a claim, the amount payable under the policy will be based on the **agreed value** of the item which has been lost or damaged. **We** will not be liable for more than the **agreed value** of the item.
6. Where damaged items are fully repaired, **we** will continue to insure them, without additional premium, at a new **agreed value** (being the **agreed value** immediately prior to the damage, less any amount paid by **us** in respect of **depreciation**).

7. **We** are committed to ensuring **your** privacy and that **your** personal information is protected. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at <https://www.axa-art.com/uk/en/privacy>.

If you would like **us** to send **you** a printed copy please contact **us** (directly or through **your** insurance adviser).

#### **Inaccurate data**

If **you** believe that **we** are holding inaccurate information about **you**, please contact **us** (directly or through **your** insurance adviser) and **we** will correct any errors.

#### **Right to object**

Where **we** process **your** personal information for direct marketing purposes or on the basis of a legitimate interest, **you** have the right to object to the processing. **We** explain the legitimate interests **we** rely upon in **our** privacy policy. If **you** want to exercise your right to object, please contact the Data Protection Officer.

In writing:

Data Protection Officer  
AXA ART Insurance UK SE  
Marlow House  
1A Lloyd's Avenue  
London  
EC3N 3AA

By email: [compliance@axa-art.co.uk](mailto:compliance@axa-art.co.uk)

8. **You** and **we** are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this insurance which that person would not have had for the Contract (Rights of Third Parties) Act 1999.
9. By law, **you** and **we** are free to choose the law applicable to **your** insurance contract with **us**. In the absence of any written agreement **to** the contrary, this policy shall be governed by and interpreted in accordance with English Law and this policy shall be subject to the exclusive jurisdiction of the English Courts.

## MAKING A CLAIM

1. Upon learning of any circumstances likely to give rise to a claim **you** and anyone acting on **your** behalf must:
  - a. tell **us** (directly or through **your** insurance adviser) immediately, but in any event within 30 days, about any incident which **you** may need to claim for under the policy;
  - b. give **us** all the help and information that **we** may require and allow **us** to enter and inspect **your** premises whenever **we** request;
  - c. immediately tell the police if **you** suspect there has been a crime and obtain a crime reference number;
  - d. immediately notify the carrier, in writing, of any loss or damage in transit and obtain a written acknowledgement;
  - e. immediately send **us**, without replying to it, any summons or other communication **you** receive in connection with any incident that may give rise to a claim under this policy. **You** must not admit, deny, negotiate or pay a claim or liability without **our** written consent. **We** are entitled, but not obliged, to take over and deal with, in **your** name, the defence or settlement of any claim.
2. If at the time of a claim there is any other policy covering anything insured by this policy, **we** will be liable only for **our** proportionate share.
3. **We** are entitled to take the benefit of **your** rights against another person before or after **we** have paid a claim, and take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any prospective payment under this insurance. If **you** refuse to allow **us** to exercise **your** rights against another person, or to take proceedings in **your** name, **we** will not have to pay **your** claim and, if **we** have already made any payments in respect of **your** claim, **we** may recover those payments from **you**.
4. Where **we** have paid **you** the full sum insured of a damaged item **we** are entitled (but not obliged) to take possession and ownership of that item. So **you** must not dispose of it until **you** have **our** permission to do so.
5. **You** must take reasonable care to make sure that all facts and information that **you** provide to **us** at the start and at each renewal, extension and variation of **your** policy, are accurate and complete.

**We** will avoid this policy (which means that **we** will treat it as if it had not existed from the start date, renewal date, or the date any extensions or changes were made to the policy, as the case may be) if **you**:

  - a. deliberately or recklessly gave **us** inaccurate or incomplete information; or
  - b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have issued this policy to **you** at all, had we known about such information.

If **you** fail to exercise reasonable care under any other circumstance than a. or b. above **we** may refuse to pay all or part of the claim. If **we** could have provided cover to **you** on different terms, had **you** provided **us** with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if it would have been covered by a policy containing the different terms, conditions or exclusions that **we** would have applied.

6. If **you** or anyone acting for **you**:
1. Knowingly or recklessly makes a fraudulent or exaggerated claim under **your** policy;
  2. Knowingly or recklessly makes a false statement in support of a claim (whether or not the claim is itself genuine);
  3. Knowingly or recklessly submits a false or forged document in support of a claim (whether or not the claim is itself genuine); or
  4. Makes a claim for any **loss** or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion,

**We** may at **our** option:

- a. Refuse to pay the claim; or
  - b. Refuse to pay the claim and cancel the policy from the date of the claim or alleged claim, without any refund of premium; and
  - c. Inform the police of the circumstances.
7. In the event of a claim being made under this policy, **we** will not settle a claim in full or in part until all outstanding premiums have been paid.

## SETTLING A CLAIM

*See Making a Claim and any applicable **endorsements** for the full conditions relating to claims.*

**We** will pay:

- a. the cost of restoration if the item is damaged;
- b. the sum insured shown in the schedule if the item is lost or beyond economic repair;
- c. any **depreciation** of the item or pair or set which is damaged;
- d. any expense incurred with **our** prior written approval.

**We** may at **our** option replace any lost or damaged item if it is possible for the artist to remake the item without compromising the value of the work.

In the event of a claim being made under this policy, **we** will not settle a claim in full or in part until all outstanding premiums have been paid.

## DISPUTES PROCEDURE

If **we** admit liability to **you** under the policy but any dispute or difference arises between **you** and **us** about the amount **we** should pay **you**, including a dispute or difference as to whether an item is damaged beyond economic repair, any such dispute or difference must be determined by the arbitration of a single arbitrator to be agreed between **you** and **us** or failing agreement within 14 days after **you** or **we** have given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or Vice President of the Chartered Institute of Arbitrators. **You** may not take legal action against **us** over a dispute before the arbitrator has made an award.

## COMPLAINTS PROCEDURE

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy may be addressed to **us**. Please have details of the policy, including **your** policy number, available to enable the enquiry to be dealt with speedily. Details of **our** internal complaints procedure are available on request.

Should **you** remain dissatisfied, short of legal action, **you** may ask the Financial Ombudsman Service (FOS) to review **your** case. The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted. This step will be open to businesses with an annual turnover of up to 2 million euros and fewer than 10 staff. Please note that **you** have 6 months from the date of **our** final response in which to refer **your** complaint to the Ombudsman. The address and telephone numbers are as follows:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London,  
E14 9SR

Complaints Enquiry Line: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.financial-ombudsman.org.uk>

Referral to the FOS will not affect **your** right to take legal action against **us**.

## AXA ART Insurance UK SE

### UK Branch Office:

Marlow House  
1A Lloyd's Avenue  
London EC3N 3AA  
Telephone 020 3217 1200  
Email [info@axa-art.co.uk](mailto:info@axa-art.co.uk)  
Website: [www.axa-art.co.uk](http://www.axa-art.co.uk)

AXA ART Insurance UK SE  
Authorised by the German Federal Financial  
Supervisory Authority

[www.axa-art.co.uk](http://www.axa-art.co.uk)

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