



# ART COLLECTOR INSURANCE POLICY

The policy, schedule and any **endorsements** should be read as if they are one document. Together they form a contract between **you** and **us**. **Your** written proposal and declaration to **us** for this insurance form the basis of that contract.

For and on behalf of XL Insurance Company SE Australia Branch

## 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 do not meet **your** needs return them to **us** or **your** broker or agent.*
- c) ***You** must inform **us** or **your** broker or agent as soon as reasonably practicable of any facts or changes which affect **your** policy and which have occurred since the policy started or was renewed. If **you** do not give **us** all the information **we** need, **your** policy may not be valid or may not operate fully.*



## DEFINITIONS

### MEANING OF WORDS

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 Value</b>	Value 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 <b>collectible</b> would attain if sold. They should not be relied upon for any purpose but insurance with <b>us</b> .
<b>Collectible / Collection</b>	<b>Collectibles</b> (individually, “ <b>collectible</b> ”) of art, antiques and/or other property belonging to <b>you</b> or for which <b>you</b> have a legal responsibility, which is specified in the schedule including unspecified items.
<b>Deductible</b>	The amount of the <b>deductible</b> shown in the schedule which is the amount for which <b>you</b> are responsible for the first part of each agreed claim.
<b>Depreciation</b>	The reduction in value of a <b>collectible</b> directly caused by physical damage to the <b>collectible</b> .
<b>Endorsement</b>	Any variation made to the policy which has been agreed by <b>us</b> in writing.
<b>Insured location</b>	The address(es) specified in the schedule.
<b>Household</b>	<b>You, your</b> spouse or partner, children (including adopted and foster children), parents and other persons, who live permanently with <b>you</b> at <b>your</b> home.
<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 location</b> for a period not exceeding ninety (90) consecutive days
<b>We or us or our</b>	XL Insurance Company SE Australia Branch
<b>You or your</b>	The person or persons, company or companies shown in the schedule as the Insured.



## COVERAGE

### A. THE COLLECTION

Subject to the exclusions overleaf, during the **period of insurance you** are insured against physical loss or physical damage to the **collection** while in the **insured location**, and any associated expense.

**Depreciation** is insured against where **depreciation** occurs as a direct result of physical damage insured against in this section of the policy.

**You** are also insured on the same terms while the **collection** or any **collectible** is **temporarily elsewhere**, provided always that the **collection** or any part of it is securely and adequately packed while in transit and if not transported by a carrier specialising in the transportation of the **collectibles**, it must be transported by a carrier which is agreed by **us** prior to transportation, or it should be under the custody and control of **you** or a member of **your household** or a person appointed by **you**.

### B. EMERGENCY EVACUATION EXTENSION

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

- a) **your insured location** is rendered uninhabitable, or in **our** sole opinion the security of **your insured location** is compromised, as a result of sudden physical loss or physical damage to **your insured location**; or
- b) the local authority prohibits access to **your insured location**; and provide that **you** have obtained **our** prior written agreement to incur these costs, until either such time as the physical loss or physical damage is rectified, or the local authority allows **you** to resume occupancy of **your insured location**.

The most **we** will pay for the reasonable cost under this extension is 15% of the total sum insured of the **collection**.

### C. NEW ACQUISITIONS EXTENSION

Subject to the exclusions overleaf, **You** are insured against physical loss or physical damage to art and antiques and/or property newly acquired by **you** provided that **you** notify **us** within sixty (60) days and an additional premium is paid. The most **we** will pay under this extension is 30% of the total sum insured of the **collection**.



## BASIC OF SETTLEMENT

See the General Policy and Claims Conditions and any applicable **endorsements** for the full conditions relating to claims.

1. The most **we** will pay is:
  - a) the cost of repair and the resulting percentage by which a physical damaged **collectible**, or any pair or set of which it is a part, has **depreciated**; or
  - b) the **agreed value** shown in the schedule or in a specification held by **us** if the **collectible** is lost or beyond economic repair;and in either case any expense incurred with **our** prior written approval.  
The **depreciation** must be established by an independent expert agreed by **us**. **We** may at **our** option replace any physically lost or physically damaged **collectible** if it is possible for the artist to remake the **collectible** without compromising the value of the work.
2. Under no circumstance will **we** be liable for more than the **agreed value** of the physically lost or physically damaged **collectible**.

Pairs and sets

3. In respect of physical loss of or physical damage to a pair or set, **we** will pay **you** the **agreed value** of the entire pair or set if **you** surrender to **us** the entire pair or set, including any undamaged article(s).

Unspecified Items in the **Collection**

4. **We** will only insure a category of unspecified items against physical loss or physical damage if such category of unspecified items is stated as covered in the schedule. The most **we** will pay for any item, pair or set as well as the total sum insured for such category of unspecified items is the limit shown against the category in the schedule.

Deductible

5. **We** shall not be liable for each and every claim of this policy in respect of the **deductible** stated in the schedule.

## RECOVERED PROPERTY

If **we** recover any of **your collection** after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the schedule and **you** may repurchase it from **us** within sixty (60) days. **You** must repurchase the recovered **collectible** for either:

- a. the settled claim amount plus interest, plus any recovery costs or expenses. Interest will be charged for the period between the date the claim was settled and the date **you** repurchase the **collectible**; or
- b. the market value of the recovered **collectible** at the time of recovery and any recovery costs or expenses;

whichever is less.



## GENERAL POLICY AND CLAIMS CONDITIONS

### Your Obligations

1. **You** must take all reasonable steps to protect the **collection** against all loss or damage.
2. **You** must tell **us** of any change of circumstance that increases or may increase the risk. **You** will not be insured under this policy until **we** have agreed in writing to accept the increased risk. If **you** are not sure if a change of circumstance is relevant, **you** must tell **us** and let **us** decide.
3. **You** must comply with all relevant legislation and regulations.

### Cancellation

4. **You** have the right to cancel the policy at any time by giving **us** notice in writing. **We** may cancel for any reason by giving thirty (30) days notice in writing sent by mail or email to **your** broker at their last known address. The cancellation will be effective as of the date shown on **our** notice of cancellation, but not less than thirty (30) days after **us** having sent the notice to **your** broker's last known address by mail or email. Upon cancellation, **you** shall be entitled to a return premium proportionate to the unexpired part of the **period of insurance** provided no claim has been submitted or notification of any circumstance likely to give rise to a claim.

### Making a Claim

5. Upon learning of any circumstances likely to give rise to a claim **you** must:
  - a) tell **us** as soon as possible;
  - b) give **us** all the help and information that **we** may require;
  - c) as soon as reasonably practicable, tell the police if physical loss or physical damage is suspected of being caused by a criminal offence;
  - d) give **us** full details as soon as possible but, in any case, within thirty (30) days of the circumstance together with any supporting evidence that **we** may require; and
  - e) if applicable, as soon as reasonably practicable notify, in writing, the carrier of physical loss or physical damage in transit and endeavour to obtain a written acknowledgement.
6. If **you** make a claim for specified **collectibles**, the amount payable under the policy will be based on the **agreed value** of the **collectible** which has been physically lost or physically damaged. **We** will not be liable for more than the **agreed value** of the **collectible**.
7. Where physically damaged **collectibles** 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 physical damage less any amount paid by **us** in respect of **depreciation**).
8. If at the time of a claim under this policy, there is any other policy covering that claim or any portion of that claim, **we** will be liable only for **our** proportionate share.
9. **We** are entitled to take the benefit of **your** rights against another person before or after **we** have paid a claim, and **we** may take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this insurance.
10. Where **we** have paid **you** the full sum insured of a physically damaged **collectible** **we** are entitled (but not obliged) to take possession and ownership of that **collectible**. So **you** must not dispose of it until **you** have **our** permission to do so.
11. If **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false or provides false information in connection with any claim, **we** will not pay the claim and **we** shall treat the policy as void.



12. 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 by **you**.

#### **Jurisdiction**

13. This policy shall be governed and construed in accordance with the laws of the Commonwealth of Australia. Any dispute under this Policy will be settled in accordance with the laws of the Commonwealth of Australia.

#### **Subrogation Waiver**

14. It is agreed to waive rights of recourse against packers, shippers, carriers, exhibition organisers or other bailees. Notwithstanding the foregoing **we** reserve all rights of recourse against airline carriers.

## **GENERAL EXCLUSIONS**

**You** are not insured for and **we** do not cover any loss, damage or expense caused by, contributed to, arising out of, directly or indirectly related to or resulting from:

- a) inherent defect, wear and tear, nature of the subject matter insured, gradual deterioration, insects, vermin, rust, corrosion, warping or shrinkage;
- b) rot, mould, toxic mould, mildew, fungus, atmospheric or climate conditions or action of light unless caused by Accident; "Accident" in this exclusion shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall be the sole cause of the aforementioned excluded item(s);
- c) confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
- d) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- e) **your** own willful act or that of any member of **your household**;
- f) alteration, refurbishment, repair, reframing, restoring, retouching, decoration, heating, drying, cleaning, dyeing, or any other similar process.



## SPECIFIC EXCLUSIONS

### **Sanction Limitation and Exclusion Clause**

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

### **Termination of Transit Clause (Terrorism)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event,

### **SHALL TERMINATE:**

#### **Either**

1.1 as per the transit clauses contained within the contract of insurance,

#### **or**

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

#### **or**

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,



**whichever shall first occur.**

- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056

01/01/2009

**Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion CL 370**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 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
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370

10/11/2003





## PRIVACY COLLECTION STATEMENT

**We** are committed to safeguarding and protecting **your** privacy. **We** are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. **We** will only collect personal information from **you** to allow **us** to quote on and insure **your** risks and matters incidental thereto, including investigating, processing and managing claims.

**We** may provide **your** personal information to others, such as **our** related bodies corporate, other insurers or **our** reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. **We** will not under any circumstances trade, rent or sell **your** information.

If **you** do not provide **us** with complete, accurate and up-to-date information, **we** cannot properly quote for **your** insurance and **we** cannot insure **you**. If **you** provide **us** with personal information about anyone else, **we** will rely on **you** to have told them that **you** will provide their information to **us**, to whom **we** may provide it, the purposes for which **we** will use it and that they can access it. If the information is sensitive, **we** rely on **you** to have obtained their consent on these matters.

If **you** wish to access or correct **your** personal information, or wish to raise any concerns as to how **we** handle **your** personal information, please write to:

The Privacy Officer  
AXA XL  
Level 28, Angel Place  
123 Pitt Street  
Sydney NSW 2000  
E: [privacyaustralia@axaxl.com](mailto:privacyaustralia@axaxl.com)

**Our** full privacy policy is available at <https://axaxl.com/privacy-notice>. If **you** require further information about how **we** deal with **your** personal data under European Economic Area (EEA) data protection laws, please refer to the our European Privacy Notice at <https://axaxl.com/privacy-notice> or contact the Privacy Officer using the contact details above.



## COMPLAINTS AND CODE OF PRACTICE

### Complaints

We strive to provide a quality service to **you**. However, **we** understand that occasionally there may be some aspect of **our** service or a decision made by us that **you** would like to discuss with **us**. If **you** have a complaint about **our** products or the service **you** have received from **us**, please contact **your** insurance broker to initiate the complaint with us.

In most cases **we** will be able to resolve this matter once contact is made by **you**, if **we** cannot, **you** will be referred to a manager who will attempt to resolve the matter.

If **you** are not happy with **our** response, **you** may have the matter reviewed by **our** Internal Dispute Resolution (IDR) process which is free of charge. You can contact **our** IDR department at [apacompliance@axaxl.com](mailto:apacompliance@axaxl.com) or by mail to;

The Complaints Officer  
AXA XL  
Level 28, Angel Place  
123 Pitt Street, Sydney NSW 2000

The IDR Department will contact **you** with a decision within fifteen (15) business days of receiving **your** complaint.

If **you** are not satisfied with the outcome of the IDR process and would like to take the complaint further, **you** may refer the matter to the Australian Financial Complaints Authority (AFCA), an independent and external dispute resolution scheme at no cost to **you**, subject to the terms of reference.

AFCA can be contacted at;

- Post: GPO Box 3, Melbourne VIC 3001
- Phone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)

More information can be found on their website [www.afca.org.au](http://www.afca.org.au)

If **your** complaint is not covered by the AFCA scheme, we will advise **you** of other options for resolution that may be available to **you**.

### General Insurance Code of Practice

We support the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry. You can download a copy of the Code from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).



## IMPORTANT NOTICES

### Your Duty to Us

In accordance with the *Insurance Contracts Act 1984*, **you** have a duty to act in the utmost good faith in all of **your** dealings with **us**. Before **you** enter into, vary or extend an insurance contract **we** will ask **you** questions that are relevant to **our** decision to insure **you** and on what terms. **You** must take reasonable care not to make a misrepresentation to **us** when answering those questions.

If **you** do not take reasonable care not to make a misrepresentation, **we** may be permitted by law to cancel **your** contract or deny or reduce the amount **we** will pay **you** for a claim.

If **you** make a misrepresentation which is fraudulent:

1. **we** can treat the contract as if it never existed, unless **we** would have entered into it for the same premium and on the same terms anyway; or
2. if **we** are not entitled to, or decide not to, avoid the contract **we** can reduce the amount **we** pay **you** for a claim so **we** are put in the position **we** would have been in if **you** had not breached **your** duty to **us**.

### Financial Claims Scheme

This policy may be a protected Policy under Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. You may obtain further information about the FCS from [www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49.

### Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on **your** part may prejudice any claim and/or the continuation of the insurance contract.