

**Insurance for Fine Art Dealers**  
General conditions

The proposal form accepted by the Underwriters constitutes the basis of this insurance and is incorporated herein.

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## The Cover

The property described in the attached schedule (the "Schedule") is insured against All Risks of direct physical loss or physical damage occurring during the period of insurance while at the named location(s) or within the territorial limits specified in the Schedule, subject to the following Conditions, Basis of Valuation, and Exclusions applicable to this Section 1 and to all Sections,

In respect of shipments cover includes War, Strikes, Riots and Civil Commotions as provided in the following Institute Clauses, where applicable:-

- Cargo Clauses (A)	CL 382
- Cargo Clauses (Air)	CL 387
- War Clauses (Cargo)	CL 385
- Classification Clause	CL 354
- Strikes Clauses (Cargo)	CL 386
- War Clauses (Sendings by Post)	CL 257
- War Clauses (Air Cargo)	CL 388
- Strikes Clauses (Air Cargo)	CL 389

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## Basis of valuation

A. The basis of valuation for settlement will be:

- (i) for items which belong to the Assured, the basis specified in the Schedule;
- (ii) for items sold but not delivered to the purchasers, the selling price;
- (iii) for items bought on behalf of the Assured's client, the purchase price plus any fee or commission pre-agreed and made in writing;
- (iv) or items in the care, custody or control of the Assured which belong to third parties, the lesser of the market value immediately prior to the loss and the Assured's legal liability to the third party;

In no event will the Underwriters be liable for more than the limits of liability set out in the Schedule.

- B. In the event of partial loss or damage to any item insured the amount payable shall be the cost and expense of restoration plus any resulting depreciation in value but not exceeding the full value immediately prior to the loss;
- C. In the event of loss of or damage to any insured property which has an increased value because it forms part of a pair or set, any indemnity under this insurance shall not take account of the increased value but shall only be a proportional part of the value of the pair or set.
- D. Following payment of a total loss for any item, pair or set, the Underwriters will become the full owners and reserve the right to take possession of the item, pair or set.
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## Debris removal

This insurance also covers, within the sum insured, costs and expenses reasonably incurred, in the removal and disposal of debris of insured property, or part thereof, or transshipment and recovery charges, following physical loss or damage by an insured peril. Excluding the cost of removal of insured property from any vessel or craft. Such costs or expenses shall not be considered in determination of the valuation of the property covered.

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## Postal sendings

In respect of shipments despatched by Postal Services (including Couriers):

- a) Subject to a Limit of liability SEK 250,000 any one package or parcel.
- b) Shipments must be despatched via a system which provides evidence of acceptance, carriage, and delivery.

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## Termination of transit clause (terrorism) 2009

**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 overseaside of the subject-matter insured from the overseas 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.

## Exclusions

This insurance does not cover:

- A. loss damage liability or expense caused by or resulting from natural ageing, wear, tear, gradual deterioration, inherent defect, rust or oxidation, discoloration, moth, insects, pests or vermin, inherent vice, warping or shrinkage;
- B. loss or shortage discovered while taking inventory.
- C. loss of or damage to property unless it is entered in the Assured's books or records.
- D. loss or damage to property at any exhibition or trade fair unless specifically notified to and agreed by the Underwriters in advance.
- E. loss of or damage in or on unattended vehicles; except as provided for in the Own Vehicle conditions.
- F. electrical, mechanical and/or electronic derangement, fault or breakdown.
- G. the amount of the deductible stated in the Schedule for each and every loss.
- H. loss damage liability or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; except as provided for in the applicable Institute Clauses for the insurance of shipments under Section 1.
- I. loss damage liability or expense directly or indirectly caused by or resulting from confiscation, expropriation, nationalisation, embargo, requisition or destruction of or damage to property by or under the order of any government or public or local authority, or confiscation or detention by customs or other officials or authorities, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
- J. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - © any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (d) 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
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

In the event that any portion of this exclusion J may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of this exclusion under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

- K. loss of or damage to Accounts, Bills, Deeds, Evidence of Debts, Letters of Credit, Passports, Tickets, Documents, Notes, Securities and Negotiable Instruments, Currency, Money, Bullion;
- L. loss damage liability or expense caused by or resulting from mysterious disappearance, theft, infidelity, dishonesty or criminal act committed by or in collusion with the Assured, or his employees, his agents or others to whom the goods or merchandise may be entrusted, including operators under contract to the Assured, whether or not such act or acts occurred during the regular hours of employment;

- M. loss damage liability or expense caused by or resulting from unsuitable, insufficient or inadequate packing or labelling;
- N. loss damage liability or expense caused by or resulting from deliberate abandonment of the goods or merchandise;
- O. Goods or merchandise carried gratuitously or as an accommodation;
- P. Loss of market, delay, late delivery, loss of use, clean-up costs or any remote or consequential loss;
- Q. loss damage liability or expense caused by or resulting from aridity, humidity, exposure to light or extremes of temperature, spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature-controlled goods or merchandise,

Unless caused by or resulting from:-

1. Fire, lightning, or explosion;
  2. Accidental collision of the conveyance with any other vehicle or object;
  3. Overturning of the conveyance;
  4. Collapse of bridges or culverts;
  5. Flood;
  6. Cyclone, tornado, hurricane or windstorm;
  7. Theft;
  8. Stranding, collision, burning, grounding or sinking of vessel while conveyance is on board.
- R. loss damage liability or expense caused by or resulting from Earthquake or Earth movements.
  - S. loss damage liability or expense directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, or chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
  - T. insured property when not in the ordinary course of transit, for loss, damage, cost or expense directly or indirectly caused by or resulting from any act of terrorism being an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. Also excluding 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.

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## Conditions

Anything to be done or complied with by the Assured shall be a condition precedent to the Underwriters' liability, and failure to comply with these conditions will render this insurance null and void.

### 1. Stock records

The Assured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their shipping/storage business during the term of this Policy, and to report to Underwriters or their authorized Agent the full amount of such gross receipts (either collected or uncollected) from their shipping/storage business during the period of cover as requested by Underwriters. For purposes of this insurance, the term "gross receipts," wherever used in this Policy, shall mean the actual charges for transportation and/or storage of lawful goods and merchandise from original location(s) to destination(s) plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner-operators.

The Assured agrees that any duly authorized representative of Underwriters shall be permitted to examine the Assured's books, records and such policies as relate to the Assured's shipping/storage business at all reasonable times during the life of this Policy and for thirty-six (36) months after expiration or termination of this Policy. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the Policy. The furnishing of any statement of gross receipts by the Assured, or payment of premium and its acceptance by Underwriters, shall not constitute a waiver of Underwriters' rights to such examination(s) or rights to any additional premiums which may have been earned.

Property not recorded in these records is not covered under this insurance.

### 2. Due diligence

The Assured (or any of the Assured's agents, sub or co-contractors) must take all reasonable care and measures to protect the insured property and to prevent loss of or damage to the insured property.

### 3. Transits

The Assured must ensure that the insured property is suitably and sufficiently packed and prepared for transit, and unpacked following transit, by competent professional packers.

### 4. Protections maintenance clause

The Assured must ensure that all physical protections notified to the Underwriters are engaged whenever the named location(s) are left unattended.

The Assured must ensure that all fire alarm and security systems notified to the Underwriters are activated whenever the named location(s) are left unattended. The Assured must also advise the Underwriters as soon as reasonably possible if for any reason a system is not working properly. The Underwriters may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

### 5. Keys clause

The Assured must ensure that all keys to all safes, strongrooms, alarms and final exit doors are removed from unattended named location(s).

### 6. Own Vehicle Conditions

The following conditions shall apply to any shipments conveyed by a vehicle owned by the Assured or under their control:

(1) It is a condition of this insurance that:

- (i) the vehicle is maintained in an efficient and roadworthy condition
  - (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
  - (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor
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varied without Underwriters' consent.

(iv) all shipments are properly loaded and secured.

(2a) When a vehicle is left loaded and unattended during the ordinary course of transit the following conditions shall also apply:

(i) the ignition key shall be removed from the vehicle

(ii) all doors, windows and other openings shall be securely closed and properly fastened

(iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions

(2b) This insurance does not cover any loss of or damage to the shipment caused by theft if the vehicle is loaded and unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the vehicle is:

(i) kept in a fully enclosed, securely locked building of substantial construction; or

(ii) in a permanently attended vehicle security park or compound secured by locked gates

## **7. Notice and proof of loss**

In the event of loss or damage that may give rise to a claim under this insurance notice is to be given to the Underwriters as soon as reasonably possible, and to the police if a crime is suspected.

In the event of loss or damage to the insured property the Assured must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters the Assured must submit to examination under oath by any person designated by the Underwriters.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this insurance, the burden of proving that the loss is recoverable under this insurance and that no limitation or exclusion of this insurance applies and the quantum of loss shall fall upon the Assured.

## **8. Subrogation**

If the Underwriters become liable for any payment under this insurance in respect of a loss, the Underwriters shall be subrogated, to the extent of the payment, to all the rights and remedies of the Assured against any party in respect of the loss and shall be entitled at their own expense to sue in the name of the Assured. The Assured shall give the Underwriters all such assistance in his power as the Underwriters may require to secure their rights and remedies and, at the Underwriters' request, shall execute all documents necessary to enable the Underwriters effectively to bring suit in the name of the Assured. The Underwriters shall be entitled to all recoveries from any third party up to the amount of their outlay including their own costs and expenses.

## **9. Misrepresentation and fraud**

If the Assured has concealed, failed to disclose or misrepresented any material fact or circumstance relating to this insurance or makes any claim knowing it to be fraudulent, this insurance shall become void.

## **10. Cancellation**

This insurance may be cancelled at any time by the Assured in writing to the broker or agent who effected this insurance. The Underwriters will then be entitled to the pro rata proportion plus 15% of the premium.

This insurance may also be cancelled by or on behalf of Underwriters by giving 30 days notice (except 7 days notice in respect of risks covered by the Institute War Clauses or the Institute Strikes Clauses, but 48 hours in respect of shipments to or from the United States of America in respect of risks covered by the Institute Strikes Clauses) in writing sent by post to the Assured at his last known address. Notice

shall commence at midnight on the day when it was issued but cancellation shall not apply to any risks which have attached in accordance with the conditions of this insurance before the cancellation becomes effective. The Underwriters will then be entitled to the pro rata proportion of the premium.

**11. Other Insurance**

This insurance shall be excess of any other insurance available to the Assured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this insurance. When this insurance is written specifically in excess of other insurance covering the peril insured hereunder, this insurance shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this insurance in excess of the deductible with respect to each and every covered loss.

**12. Privilege to adjust with owner**

In the event of Loss or Damage to property of others held by the Assured, for which claim is made upon Underwriters, the right to adjust such Loss or Damage with the owner or owners of the property is reserved to Underwriters, and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Assured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Assured, as respects any such Loss or Damage, Underwriters reserve the right, at their option without expense to the Assured, to conduct and control the defense on behalf and in the name of the Assured. No action of Underwriters in such regard shall increase the liability of Underwriters under this Policy, nor increase the liability specified in the Policy.

**13. Assignment or transfer of the insurance**

This Policy shall be void if assigned or transferred without the written consent of Underwriters.

**14. Rights of Third Parties**

This Insurance is effected solely between the Assured and the Underwriters.

This Insurance shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Insurance.

This clause shall not affect the rights of the Assured.

**15. Sanctions Limitation**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

**16. Governing law and jurisdiction**

This insurance is governed by the laws of Portugal. Any terms or conditions of this insurance which are in conflict with the laws of the State or Country where this insurance is issued are hereby amended to conform to such laws.

Both the Assured and the Underwriters irrevocably and unconditionally agree to submit any dispute under or in any way relating to this insurance to the exclusive jurisdiction of the courts of Portugal.



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## Data protection

### Your personal information notice

#### Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

#### Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website [www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels](http://www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels) or in other formats on request.

#### Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Innovarisk Lda  
Av. Duque de Loulé, 123 – 7º  
1069-152 Lisboa  
Portugal  
Telephone: (+351) 215 918 370  
Email: [geral@innovarisk.pt](mailto:geral@innovarisk.pt)

**You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.**