



PRIVATE CLIENT

# COLLECTIONS

Policy wording

Insurance provided by





# COLLECTIONS

Policy wording

## INTRODUCTION

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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# POLICY PROVISIONS

## ! This policy is not complete without a schedule

Azur Underwriting Limited distributes and administers this policy on behalf of American International Group UK Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL.

This policy is underwritten by American International Group UK Limited.

American International Group UK Limited (“AIG”) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England (company number 10737370) with a registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

This information can be checked by visiting the FS Register ([www.fca.org.uk/register](http://www.fca.org.uk/register)).

This policy, this schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part IV – General Conditions.

# POLICY PROVISIONS

## HOW WE USE PERSONAL INFORMATION

**We** are committed to protecting the privacy of their customers, claimants and other business contacts.

**“Personal Information”** identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

**The types of Personal Information we may collect and why** – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, Discovery House, 2nd floor, 28-42 Banner Street, London, EC1Y 8QE. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

**International transfer** – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

# POLICY PROVISIONS

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

**Your rights** – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

**Privacy Policy** – More details about **your** rights and how **AIG** collect, use and disclose **your** Personal Information can be found in **AIG's** full Privacy Policy at: [www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy) or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: [DataProtectionOfficer.uk@aig.com](mailto:DataProtectionOfficer.uk@aig.com).

More details about **your** rights and how **Azur** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, Discovery House, 2nd floor, 28-42 Banner Street, London, EC1Y 8QE or by email at: [DPquery@azuruw.com](mailto:DPquery@azuruw.com).

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - ii. recover debt, prevent fraud and to manage **your** insurance policies;
  - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

American International Group UK Limited is a member of the Insurance Fraud Bureau (IFB) [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org), a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can report Insurance fraud online or by calling 0800 422 0421 in confidence and anonymously if necessary, to report insurance fraud.

# PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner, and any dependant children under the age of twenty one who live in the same household. The words '**we**', '**us**', '**our**' and '**ours**' means American International Group UK Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of American International Group UK Limited.

In addition the following words have the following meaning where used throughout the policy unless a more specific special definition applies under that section:

**Business** – a part-time or full-time trade, occupation or profession.

**Collection – fine art, jewellery**, private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia for which a sum insured is shown in the collections section of **your** schedule.

**Family member** – any member of **your** household who resides with **you** on a permanent basis.

**Fine art** – paintings, etchings, statuary, antiques and other genuine works of art with historical value or artistic merit.

**Home** – the main dwelling and other permanent structures including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

**Incidental business** – either:

- a. an activity that does not produce gross revenues in excess of £10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **policy period**.
- b. farming that does not involve employment of others for more than 1,000 hours in total of farm work during the **policy period**, and does not produce more than £25,000 in gross annual revenues from the raising or care of animals or agriculture.

**Incidental business** includes **residences** listed on the schedule that **you** own and rent to others regardless of the gross revenues received.

**Insured person:**

- a. **you** or a **family member**; and
- b. any additional insured named in the policy schedule.

**Jewellery** – articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals and costume jewellery. This also includes watches and set or unset gemstones.

**Market value** – the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

**Mould** – any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.



## PART I – DEFINITIONS

**Occurrence:**

- a. a loss or an accident which occurs during the **policy period** and results in **property damage**; or
- b. an offence, including a series of related offences, committed during the **policy period** that results in **property damage**.

**Policy period** – the period of insurance shown in **your** schedule.

**Property damage** – actual physical harm to, destruction of, or loss of use of tangible property.

**Residence** – any of the following which is listed on the schedule:

- a. any **home**, or other permanent structures and grounds that **you** own; or
- b. any other property **you** own or reside in.

**Terrorism** – the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

**Unoccupied** – not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

## PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week. See below for full details on how to make a claim.

**We** will not pay for any fees incurred in preparing or furthering any claim under this policy.

### YOUR DUTIES AFTER AN OCCURRENCE OR INCIDENT

In the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an **insured person** (where applicable) must:

- a. give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. protect the property from further damage. If repairs to the property are required, **you** must:
  - i. make necessary repairs to protect the property; and
  - ii. keep an accurate record of all repair expenses.
- d. provide **us** with bills, receipts and related documents;
- e. as often as **we** require:
  - i. make available to **us** the damaged property for inspection;
  - ii. provide **us** with records and documents **we** request; and
  - iii. submit to separate examination under oath.
- f. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- g. provide **us** with any legal documents and other documents which will help **us** defend **you** ; and
- h. assist and co-operate with **us** in the conduct of the defence by helping **us** :
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you** ;
  - iii. to attend hearings and trials; and
  - iv. to secure and give evidence and obtain the attendance of witnesses.

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

## PART II – MAKING A CLAIM

### COLLECTIONS

To make a claim under this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **us** directly as follows:

Telephone: +44 (0)20 3319 8999

Email: [pcgclaims@azurpcg.com](mailto:pcgclaims@azurpcg.com)

Our telephones are manned 24 hours a day and 7 days a week.

In writing:

Private Client Group Claims

Azur

Discovery House

2nd floor

28-42 Banner Street

London

EC1Y 8QEv

## PART III – COLLECTIONS

### A. BASIS OF COVER

This part of **your** policy covers **you** against all risks of physical loss or damage to **collections** anywhere in the world unless stated otherwise in the policy or an exclusion applies. The sum insured for each category of **collections**, and for each scheduled item, is shown in **your** schedule.

### B. PAYMENT OF A LOSS

#### 1. Payment for specified items and unspecified items

##### a. Specified items

##### i. Total loss

For a covered loss to an item listed in **your** schedule of items, **we** shall pay the sum insured for that item if it is lost or damaged beyond repair.

##### ii. Partial loss

If only part of the specified item is lost or damaged, **we** shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that item.

##### b. Unspecified items

**We** shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **collections** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** shall pay the difference. **We** will not pay more than the single article limit as shown in **your** schedule.

#### 2. Payment for a pair or set

For a covered loss to a pair or set, **you** may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss;
- b. be paid the difference between **market value** of the item(s) before and after the loss; or
- c. be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

In no event shall payment exceed the sum insured for that pair or set or the unspecified single article limit as shown in **your** schedule.

#### 3. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

For certain categories an excess may apply. This will be shown on **your** schedule for each category to which it applies, however the excess shown on **your** schedule will not apply in the event of a covered loss greater than £15,000 per **occurrence**.

## PART III – COLLECTIONS

### C. ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

#### 1. Defective title

**We** will pay the amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

- a. unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or
- b. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

**We** will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

**We** will only cover a loss if both the purchase and any relevant claim are made during the **policy period**.

The most **we** will pay is £25,000 or 5% of the **collections** sum insured as shown in the policy schedule, whichever is the lower amount.

**We** will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of at least one of the following:

- i. British Antique Dealers Association;
- ii. London and Provincial Antique Dealers Association;
- iii. Royal Institution of Chartered Surveyors Arts and Antiques Faculty;
- iv. The Society of London Art Dealers;
- v. Association of Regional Valuers and Auctioneers;
- vi. Society of Fine Art Auctioneers; or
- vii. any other vendor agreed by **us** in writing prior to the purchase.

#### 2. Death of artist

**We** will pay up to 200% of the insured value of any specified **fine art** item, up to a maximum of £300,000 within the immediate 12 months following the death of the artist provided that **you** can produce a purchase receipt or an independent professional valuation no more than 3 years old at the time of loss or damage.

#### 3. Items on Loan

**We** will pay up to a maximum of £150,000 per **occurrence** for **collections** that are loaned to **you** up to a maximum of fourteen days from the commencement of the loan provided that **you** already have a sum insured shown on **your** schedule in the category that the item would be insured under.

#### 4. Newly acquired items

**We** cover **your** newly acquired **collections** provided **you** already have a sum insured shown on **your** schedule in the category that the newly acquired item(s) would be insured under. The most **we** will pay is 25% of the sum insured for the category as shown in the schedule for a covered loss. For appropriate cover under this policy, **you** must request cover for all newly acquired items(s) within the first 90 days after **your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired items(s) once 90 days after the acquisition of such items have elapsed.

## PART III – COLLECTIONS

### 5. Market appreciation

#### a. Total loss

In the event of a total loss to a specified item, **we** will pay the amount of specified cover for that item.

However, if the **market value** of the specified item immediately before the loss exceeds the amount of specified cover for that item **we** will pay its **market value** up to 200% of the amount scheduled.

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 36 months for an item of **Fine Art** or 24 months for all other **collections**. The maximum **we** will pay in any one loss is 200% of the amount scheduled for the individual item or the total sum insured of specified items for each class of **collections** as listed on the schedule, whichever is less.

#### b. Partial loss

If only part of the scheduled item is lost or damaged, **we** shall pay the lesser of:

- i. The full amount to restore the item to its condition immediately before the loss; or
- ii. The amount of scheduled cover for that item.

However, if the **market value** of the scheduled item immediately before the loss exceeds the amount of scheduled cover for that item or the **market value** of the item after restoration, **we** will pay its **market value**, up to 200% of the amount scheduled. The most **we** will pay in any one loss is the policy limit per class.

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 36 months for an item of **Fine Art** or 24 months for all other **collections**.

### 6. Emergency preventative measures

**We** will pay up to £5,000 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

### 7. Repairs and Restoration

Subject to approval from **us**, cover extends to include any loss or damage to **collections** caused by or resulting from repair, restoration, or retouching commissioned by **you**.

If **you** wish to seek such approval, **your** insurance broker must contact **us** on +44 (0)20 3319 8888 in advance of each incidence of repair, restoration, or retouching. The request must include details of **your** preferred valuer.

Once assessed, **we** will inform **your** insurance broker of **our** decision in writing.

### 8. Commissioned artwork in progress

**We** cover uncompleted works of **fine art** by an artist commissioned by **you** that are damaged or destroyed by a peril that would be covered under this policy prior to completion or which cannot be completed by the artist due to the artist's death or disability. **We** will pay for the costs **you** incurred for the materials or supplies for the artist and the contracted costs for labour, but not more than the amount of non-recoverable deposits or the full commission price if prepaid.

**We** will pay up to a maximum of £100,000 during the **policy period**.

### 9. Damage caused by domestic pets

**We** will pay up to £5,000 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing or fouling. **You** are liable to pay any relevant excess shown on **your** schedule per individual **occurrence**.

## PART III – COLLECTIONS

### D. EXCLUSIONS

The following exclusions apply to Part III – **Collections** section of **your** policy:

#### 1. Confiscation

**We** do not cover any loss or damage caused by the destruction, confiscation, or seizure of **your** property which is insured under this policy by any government or public authority.

#### 2. Dishonest acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

#### 3. Existing damage

**We** do not cover any loss or damage which occurred prior to the **policy period**.

#### 4. Gradual operating causes or deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by gradually operating causes such as; wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### 5. Loss by rodents, insects or vermin

**We** do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted). However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### 6. Jewellery in the bank

**We** will pay for loss or damage to specified **jewellery** described in the schedule as **Jewellery** in bank whilst temporarily removed from the bank for a maximum of 30 days during any one **policy period**.

The most **we** will pay for **jewellery** temporarily removed from the bank is £100,000.

#### 7. Jewellery in the safe

**We** do not cover any loss to specified **jewellery** described in the schedule as **Jewellery** in Safe while these items are out of a locked safe or locked strong room located within the **residence**, unless **we** agree in advance that **we** will cover them.

#### 8. Intentional acts

**We** do not cover any loss or damage deliberately caused by **you** or a **family member**.

#### 9. Misappropriation

**We** do not cover any loss or damage caused by the taking or other misappropriation of **collections** from **you** or a **family member** by **you** or a **family member**.

#### 10. Mould

**We** do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

#### 11. Nuclear hazard

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

## PART III – COLLECTIONS

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### 12. Radioactive, chemical or biological contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

### 13. Stamps and coins

**We** do not cover any loss to stamps or coins caused by:

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
- b. handling or being worked on.

### 14. Terrorism

**We** do not cover loss caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

### 15. Unsuitable transportation and packing

**We** do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

### 16. Use

**We** do not cover loss or damage to any **collections**:

- a. held or used for any trade, **business** or profession; or
- b. caused during use other than as part of a **collection**.

### 17. War or similar risks

**We** do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

### 18. Cyber exclusion

In no case shall **we** cover loss, damage or liability 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.



## PART IV – GENERAL CONDITIONS

**We** will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions.

### 1. Works to **your home**

**You** must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** and/or other permanent structures with a value that exceeds £200,000 and /or necessitates **your** vacating the **home** and/or the **home** not being adequately furnished to be lived in normally. In the event that **you** do not notify **us** accordingly **we** reserve all **our** rights under the policy to charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** and or other permanent structures, or terminate the policy.

### 2. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us**.

### 3. Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

### 4. Disclosure of information

**You** must take reasonable care to make sure that all facts and information provided to **us** when taking out, renewing, or requesting changes to the cover provided by the policy, are accurate and complete.

Please tell **your** insurance advisor as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor as soon as reasonably practicable to let **us** know about the following changes:

- i. any change to the people insured or to be insured
- ii. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under £200,000
- iii. if **your** property is to be lent, let or sublet other than temporary lets
- iv. any change or addition to the **collection** to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule
- v. if **your** property is used for **business** purposes other than occasional clerical work or **incidental business**
- vi. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days
- vii. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (This does not include motoring offences)

If **you** fail to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any 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 covered **you** at all, had **we** known about such information. **We** will return the premium provided that **you** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if you had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms.

## PART IV – GENERAL CONDITIONS

In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided you with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If **you** are in any doubt please contact **your** insurance advisor.

### 6. Concealment or fraud

**Your** ability to make a claim may be prejudiced if, whether before or after a loss **you**:

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

### Fraudulent claims

If **you** make a fraudulent claim under this policy, **we**:

- i. may not be liable to pay any part of the claim;
- ii. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- iii. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any occurrence occurring after that date and are entitled to receive and retain the full premium.

### 7. Construction, severability and conformance to statute

- a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.
- b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

### 8. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** at

Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

**We** will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due.

## PART IV – GENERAL CONDITIONS

If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

### 9. **Our** cancellation

**We** may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part IV – General Conditions under **your** policy. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If the cancellation is due to failure by **you** to pay a premium or any instalment of premium **we** will cancel from the inception or renewal date of the policy or if **you** pay by instalments the date at which **your** payments have covered **you** up to. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part IV – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

### 10. **Your** cancellation

**You** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

### 11. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the AIG corporate exchange rate applicable at the date of the claim/incident. Details of the applicable exchange rate are available upon request.

### 12. Law

Unless the schedule provides to the contrary, this contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

### 13. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

### 14. Maintenance

**You** must maintain **your home/collection** in a good state of repair.

### 15. Other insurance

If a loss covered by this policy would be covered under another insurance if this policy did not exist, **we** would only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

### 16. Recovery from third parties

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

## PART IV – GENERAL CONDITIONS

### 17. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

### 18. Sum insured adequacy

**You** must keep the sums insured at a level which represents the full value of the property unless stated otherwise in **your** policy schedule.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

### 19. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period**, as per the terms contained in the annual renewal notice, unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

**We** will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

### 20. Unoccupied homes security and heating

If the **home** is to be left **unoccupied** for more than 60 consecutive days the following conditions apply.

a. **You** must:

- i. maintain the security precautions at the **home** as stated on **your** statement of facts in good working order at all times;
- ii. advise **us** before changes to the security at the **home** are made; and
- iii. put all the security precautions into operation whenever the **home** is left **unoccupied**.

b. During the period from the 1st November to 1st April of every year **we** will not pay a claim for escape of water and/or oil or freezing water, unless:

- i. central heating is installed and in operation to maintain at all times a minimum of 10 degrees celsius or the water is turned off at the mains and the water system is drained; and
- ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.

c. **We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, gold or silver articles (including plate).

### 21. Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

## PART IV – GENERAL CONDITIONS

### 22. Sanctions

**We** shall not be deemed to provide cover and **we** shall not 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 **us, our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

### 23. Payment of premium

**You** must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

Add new condition:

### 24. Recovered property

After **we** have paid a claim, if **we** recover any item, **we** will write to you at the correspondence address shown on **your** schedule to give **you** the option to buy back the recovered item. The cost to buy back the recovered items will be either:

- a. the amount **we** paid for the claim; or
- b. market value of the item at the time **we** recover it.

whichever is the lesser amount.

## PART V – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below:

### CLAIMS RELATED COMPLAINTS

Claims Manager  
Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

Telephone: +44 (0)20 3319 8999  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

### ALL OTHER COMPLAINTS

Customer Relations  
Private Client Group  
Azur  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

Telephone: +44 (0)20 3319 8907  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

**We** will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Call: 0800 023 4567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect **your** right to take legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**Your** insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.register.fca.org.uk](http://www.register.fca.org.uk) and on 020 7741 4100, or 0800 678 1100.



For more information,  
please contact us at:

Azur Underwriting Limited  
Discovery House  
2nd floor  
28-42 Banner Street  
London  
EC1Y 8QE

Telephone:  
+44 (0)20 3319 8888

[www.azuruw.com](http://www.azuruw.com)

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