



 VIRTU

COLLECTION POLICY





COLLECTION POLICY

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POLICY INTRODUCTION

This insurance has been specifically designed for a Collection. We intend the language and layout to be clear because We want You to understand the cover We provide and your obligations.

Please read this policy together with your Schedule and any Endorsements carefully. If anything is incorrect or does not meet Your insurance requirements please let your insurance broker know immediately.

We will provide this policy in return for the premium you have paid.





IMPORTANT INFORMATION

This contract of insurance comprises this Policy, the Schedule(s), the Proposal and any attaching endorsements and are to be read as one contract. The proposal and any other information provided in relation to this insurance is information which We have relied on in making our decision to issue this Policy including the premium charged.

In deciding to accept this insurance and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all Claims; and
- (c) retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any Claim and return the premium You have paid, if We would not have provided You with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- (iii) reduce the amount We pay on any Claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding Claim and (ii) and/or (iii) apply, We will have the right to:

- (1) give You thirty (30) days' notice that We are terminating this policy; or
- (2) give You notice that We will treat this policy and any future Claim in accordance with (ii) and/or (iii), in which case You may then give Us thirty (30) days' notice that You are terminating this policy.

If this policy is terminated in accordance with (1) or (2), We will refund any premium due to You in respect of the balance of the Period of Insurance.





Fraud

If You, or anyone acting for You, makes a Claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, We will not pay any part of Your Claim or any other Claim You have made or may make under this policy. In addition, We will have the right to:

- (a) treat this policy as if it never existed, or at Our option terminate this policy, without returning any premium that You have paid;
- (b) recover from You any amounts that We have paid in respect of any Claim, whether such Claim was made before or after the fraudulent Claim; and
- (c) refuse any other benefit under this policy.

Change in Circumstances

You must tell Us within fourteen (14) days of You becoming aware of any changes in the information You have provided to Us which happens before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your policy. For example We may cancel Your policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any Claim You make or could result in Your insurance being invalid.

You should keep a record (including copies of any letters) of all information You supplied in connection with this contract of insurance. No change or modification of this policy shall be effective unless confirmed in writing by Your insurance broker.

The amounts insured should represent the full value of the item insured. If You are in any doubt speak to Your insurance broker.





HOW TO MAKE A COMPLAINT

If the Insured have any questions or concerns about this insurance or the handling of a claim, please contact your insurance advisor named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, they can do so at any time by referring the matter to the:

Complaints Manager
AXA XL Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

Email: legalcompliance@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

If the Insured remains dissatisfied after the Complaints Manager has considered their complaint, or they have not received a final decision within eight (8) Weeks, they can refer their complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

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

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website:

www.financial-ombudsman.org.uk





Financial Services Compensation Scheme

AXA XL Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if We are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Prudential Regulation Authority and Financial Conduct Authority

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 5328622

Further details can be found on the Financial Services Register at www.fca.org.uk





NOTICES

Cancellation and Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date You receive this policy; or
- (ii) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless You have made a Claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying Us in writing, by email or by telephone. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by You to pay the premium; or
- (ii) a change in risk which means We can no longer provide You with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation We request, such as details of a Claim;

by giving You fourteen (14) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

Third Party Rights

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.





Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this Policy shall be subject to English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

Policy Format

Upon request We can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If You require an alternative format You should contact Your broker through whom this policy was arranged.

Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any Claim or the provisions of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Premium Payment Clause

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply. The (Re)insured undertakes that premium will be paid in full to Your insurance broker within the number of days specified in the Premium Payment Terms (or, in respect of instalment premiums, when due). If the premium due under this certificate has not been so paid to Your insurance broker within the agreed timescale (and, in respect of instalment premiums, by the date they are due) the Underwriters shall have the right to cancel this certificate by notifying the Insured via Your insurance broker in writing. In the event of cancellation, premium is due to Your insurance broker on a pro rata basis for the period that the Underwriters are on risk but the full certificate premium shall be payable to the Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid Claim under this certificate. It is agreed that Your insurance broker shall give not less than 15 days prior notice of cancellation to the Insured. If premium due is paid in full to Your insurance broker before the notice period expires, notice of cancellation shall automatically be revoked. If not, the certificate shall automatically terminate at the end of the notice period. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.





Privacy / DPA Statement

Virtu is committed to protecting Your privacy. This Privacy Statement applies to the data You have supplied to Us, and governs data collection and usage. Collection of Your Personal Information Virtu collects Your personally identifiable information, such as name and home or work address. VIRTU also collects anonymous demographic information, which is not unique to You, such as the postcode. Use of Your Personal Information VIRTU uses the personal information provided to deliver our services to You as Your broker. VIRTU does not sell, rent or lease its policyholder lists to third parties. VIRTU shares Personal Information with our insurers, and We may also share data with trusted partners to help Us perform statistical analysis. All third parties are prohibited from using Your personal information except to fulfil contractual obligations or provide services to VIRTU, and they are required to maintain the confidentiality of Your information. VIRTU does not use or disclose sensitive personal information, such as race, religion, or political affiliations. VIRTU will disclose Your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Richard Thompson Insurance Brokers; (b) protect and defend the rights or property of Richard Thompson Insurance Brokers; and, (c) act under exigent circumstances to protect the personal safety of our clients.

If You have questions or concerns regarding the way in which the Insurer uses Your personal information, please contact: compliance@axaxl.com.

For the Insurer's full privacy notice, please see: <https://axaxl.com/privacy-and-cookies>.

Security of Your Personal Information

VIRTU secures Your Personal Information from unauthorised access, use or disclosure. VIRTU secures the personally identifiable information in a controlled, secure environment, protected from unauthorised access, use or disclosure.

Changes to this Statement

VIRTU will occasionally update this Privacy Statement to reflect feedback. We encourage You to review this Statement periodically to be informed of how VIRTU is protecting Your information. If You believe that We have not adhered to this Statement, please contact Us at info@virtuunderwriting.co.uk. We will do our best to investigate and promptly resolve the problem.



DEFINITIONS

The following definitions apply to this policy. Each time the words below are used that will have the same meaning wherever they appear in the policy or schedule. To help identify these words they will appear in bold.

Act of Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological purposes or similar purposes or reasons including the intention to influence any government and/or to put the public in fear for such purposes

Amount Insured shall mean the most that Insurers will pay for each incident of loss which is the replacement cost of the Insured Property or the amount as shown in the Schedule, whichever is the lesser.

Collection shall mean Paintings, etchings, pictures, tapestries, rare or artistic glass, valuable rugs, statuary, sculptures, antique furniture, porcelains, rare books, manuscripts, photographs, memorabilia and other property of rarity, historical value or artistic merit as shown in the schedule of coverage or purchased during the policy period.

Damage shall mean physical damage to or destruction of the Insured Property.

Endorsement shall mean A variation on the terms, exclusions and conditions (or change of details) of the policy and this policy can be changed only by a written Endorsement issued by insurers.

Excess shall mean the first amount payment in the event of a claim where applicable.

Insured Property shall mean items making up the Collection belonging to the Insured as specified in the Schedule.

Jewellery shall mean items including rings, gemstones, necklaces, crowns, diadems, tiaras, watches, bracelets, chains, earrings, cufflinks, brooches, studs and piercings.

Loss shall mean physical loss or theft of the Insured Property.

Market Value shall mean an opinion, expressed in terms of money, at which the Insured Property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having a reasonable knowledge or relevant facts.

Named location(s) shall mean the address(es) specified in the Schedule.

Period of Insurance shall mean the dates during which cover is in place as specified in the Schedule.

Policy shall mean and include all information provided as part of the proposal form for the issue, renewal or amendment of any contract of insurance as set out in this document and shall incorporate the Schedule and any endorsements issued, all of which shall be incorporated in this document.





Terrorism shall mean an act, including using or threatening to use force or violence which:

- is committed by a person or group of people, whether acting alone or on behalf or in connection with an organization or government; and
- is for political, religious, ideological or similar reasons. This includes the intention to influence a government or to frighten the public or any section of the public.

The Schedule shall mean The Schedule which is part of this contract of insurance and gives precise details of the cover, policy number, details of the Insured, the Insured Property, the amount insured and the period of insurance.

We, us, our shall mean Virtu

Insurers, the Insurers shall mean AXA XL Insurance Company UK Limited (Reg. No. 423308).

You, your, Insured shall mean the person(s) or body named in the Schedule.



THE INSURING CLAUSE

In consideration of the payment of the Premium stated the Schedule, insurers agree to cover the Collection as described in the Schedule attached (the "Schedule") against all risks of physical loss of or physical damage while at the named location(s) and whilst anywhere Worldwide during the period of insurance subject to the following Basis of Valuation, Exclusions and Conditions

BASIS OF VALUATION

The basis of valuation for settlement under this insurance will be:

- A) for items individually listed, the value shown in the Schedule. The insurers will not be liable for more than the limit of liability set out in the Schedule;
- B) for items not individually listed, the market value immediately prior to the loss. Nevertheless in no event will the insurers be liable for more than the applicable limit of liability set out in the Schedule.
- C) In the event of partial loss of or damage to any item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the full value of that item, valued as in A or B above.
- D) if any item insured is lost or damaged which has an increased value because it forms part of a pair or set, any payment Insurers make will take account the increased value. Insurers will decide if they pay the value of the entire pair or set. The most Insurers will pay is the value of that pair or set as shown in the basis of valuations above.
- E) if Insurers pay the full Amount Insured for any item, pair or set Insurers will then have the right to take possession of it.



DEFECTIVE OR LACK OF TITLE

Insurers will also cover:

1. The amount you have paid to purchase an item which you are subsequently required, by law, to relinquish possession of due to:

a) The vendor's lack of title, or defective title, to the item purchased by you;

b) Any charge or encumbrance placed on the item, prior to the purchase by you, of which you were not aware.

2. Legal costs you incur, with our prior consent, in defending any claim made against you.

Provided always that the maximum we will pay under this paragraph will not exceed 10% of the sum insured, subject to a maximum of GBP 25,000 per claim and in the aggregate each policy year.



EXCLUSIONS

The following Exclusions apply to this Policy

Breakdown

Insurers will not pay for any physical loss or physical damage caused by mechanical or electrical faults or breakdown of the Insured Property.

Broken Strings

If Insurers have agreed to cover musical instruments Insurers will not pay for any physical loss or physical damage caused to broken strings.

Bursting of Barrels

If Insurers have agreed to cover guns Insurers will not pay for any physical loss or physical damage caused by the bursting of barrels.

Change in Climate

Insurers will not pay for any physical loss or physical damage caused by aridity, humidity, exposure to light or extremes of temperature unless such physical loss or physical damage is caused by storm, frost or fire

Biological, Radioactive and Chemical Contamination

Insurers will not pay for any physical loss or physical damage caused by:-

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion (iv) shall not apply 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 purposes; or
- v. any chemical, biological, bio-chemical or electromagnetic weapon.



Criminal Act

Insurers will not pay for loss or damage caused by or arising from the commission of, or the attempt to commit, a criminal or unlawful act by You.

Cyber Attack

Insurers will not pay for loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Defective or Lack of Title

In respect of DEFECTIVE OR LACK OF TITLE, insurers will not pay any claim made against you

- a. outside the period of insurance;
- b. in respect of any purchase made prior to the retroactive date stated in the schedule or, if no date is stated, any purchase prior to the date you first insured with us;
- c. arising by reason of a registered Bill of Sale affecting the item;
- d. arising from any purchase made by you other than from an auctioneer or dealer who is a member of the RICS (Royal Institute of Chartered Surveyors, Fine Art Faculty), ARVA (Association of Regional Valuers & Auctioneers), SOFAA (Society of Fine Art Auctioneers), BADA (British Antique Dealers Association), LAPADA (London and Provincial Antique Dealers Association), SLAD (Society of London Art Dealers), CINOA (Confédération Internationale des Négociants en Œuvres d'Art) or any other vendor agreed by us in writing.

Excess

We will not pay the first part of any claim where the Insured is responsible for the Excess stated on the Schedule.

Indirect Loss

Insurers will not pay for Indirect loss of any kind, being any additional claim, physical loss, physical damage, cost, expense or other financial liability occurring as a result of but after any insured event.

Legal Liability

Insurers will not pay for any legal liability of whatsoever nature

Repairing, Restoring and any other process

Insurers will not pay for any physical loss or physical damage as a result of repairing, restoring, retouching, or any similar process or any reduction in value of any Insured Property following repair or restoration;



Terrorism - Commercial clients only

Insurers will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Insurers will also not pay for any 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.

Unattended Vehicle

Insurers will not pay for physical loss from or physical damage in or on unattended vehicles, unless under contract with a third party.

War

Insurers will not pay for any physical loss or physical damage or liability 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, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Wear and Tear

Insurers will not pay for any physical loss or physical damage caused by wear and tear, gradual deterioration, rust, oxidation, moth or vermin, warping or shrinkage.

Wilful Act

Insurers will not pay for any physical loss or physical damage caused by a wilful act by You or any member of Your household

Wines & Spirits

If Insurers have agreed to cover Wines and Spirits, Insurers will not pay for any physical loss or physical damage to Insured Property resulting from contamination, damage to labels, discolourisation, recorking, inherent vice, cork fly, ullage (shortage or shortfall, for example through evaporation or spillage), climactic change, unexplained shortages or mysterious disappearance and cover shall cease, in respect of a bottle, on its opening.



CONDITIONS

Anything to be done or complied with by the Insured shall be a condition precedent to the insurers' liability

A. Due diligence

The Insured must take care to protect the insured property and maintain it in a good and proper condition.

B. Transits

Insured property must be packed and unpacked for transit by competent packers.

C. Jewellery

In respect of any jewellery insured under this insurance insurers will only be liable in the event that items are being worn, in the close care custody and control of the Insured or their appointed representative or in a locked safe with the keys removed therefrom.

D. Acquisitions

The total value may automatically increase by up to 30% of the current total sum insured to provide cover for acquisitions. This cover is in place subject to notification to insurers within 60 days of any acquisition and a proportionate additional premium being paid. This allowance will be reinstated following each notification to the insurers.

E. Protections maintenance clause

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

The Insured must ensure that all fire alarm and security systems notified to the insurers are activated whenever the named locations(s) are left unattended overnight.

The Insured must also advise the insurers as soon as possible if for any reason a system is not working properly or any alarm signaling or response is altered or withdrawn. The insurers 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.



HOW TO CLAIM

In the event of a claim or possible claim under this policy, these are the steps you should take:

- 1 Inform the Police within twenty four (24) hours as soon as reasonably practicable of discovery if the item(s) insured:
 - is lost, stolen, or
 - is damaged following malicious acts, vandalism, violent disorder, riots or civil commotion.
- 2 Advise us as soon as possible by calling us on 0845 6049718 (please note that calls made to 0845 numbers from BT Land lines are charged at the national rate. Calls made from other networks or mobile phones may cost considerably more). You can also contact us via e-mail or in writing
- 3 Provide us:
 - within thirty (30) days of the loss or damage full details (at Your own expense) of any particulars, proofs and evidence as may be required, and
 - with evidence of value for all Insured Property involved in a claim.
- 4 Immediately send us, without replying to it, any summons or other communication you receive in connection with any incident that may give rise to a claim under this policy. You must not admit, deny, negotiate or pay a claim or liability without our written consent. We are entitled, but not obliged, to take over and deal with, in your name, the defence or settlement of any claim.

Particulars, proofs and evidence may include the original purchase receipt, or a certificate of valuation issued by a valuer registered with the National Association of Goldsmiths or two (2) estimates to repair the Insured Property issued by two (2) independent jewellers registered with the National Association of Goldsmiths.

We will not consider any claims until such valuation or receipt has been provided and the responsibility of substantiating the value of the item(s) and proof of ownership rests entirely with you.

You shall not authorise the repair or restoration of any damaged item without our written agreement.

Once you have told us about Your claim, and sent us all the particular proofs that We may require, We will write or email you to let you know if your claim has been agreed. If your claim has been agreed by us, We will inform you whether We have chosen to:

- have your item repaired or restored, and by whom,
- replace your item with one of comparable quality,
- pay you the current market value of the item, or
- pay you the amount insured.

If We chose to pay you the amount insured, We will do this by electronic transfer directly to your bank account as provided by you or in some cases We may chose to send you a cheque. We are sorry but We are unable to pay anyone who is not named on your Schedule.



Following a claim, if We have paid you the amount insured for your insured item(s), that item or any part of it automatically becomes our property. However you shall not abandon any item to us or Highworth Insurance Ltd without our written permission.

Once the amount insured has been paid in to your bank account, you will not be entitled to claim for the same Insured Property again. If you replace the Insured Property, you will need to notify us so that We can amend your Schedule and pay any additional premium We shall require

Our Rights When We Have Paid Your Claim

If We make any payment under this Policy, then We shall be entitled to exercise in Your name, to the extent of such payment, all rights and remedies You have against any party and shall be entitled at Our own expense to sue in Your name.

You shall provide all documents and give to Us all such assistance as We may require to exercise such rights and remedies. You shall do nothing to jeopardise or extinguish the rights against any third party which We are entitled to exercise in Your name, and You shall take all necessary steps to preserve such rights.

Recovered Property

The Insured will have the right to purchase from the insurers any property recovered for which the full sum insured has been paid in settlement of a claim at the lesser of:

- the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses;
- the market value at the time of recovery.

The insurers will notify the Insured by post at his last known address of the right to purchase property recovered and the Insured will have 60 days from the date of notice to exercise the right to repurchase.

Other Insurance

We will not pay for any physical loss or physical damage to the extent that You would, but for the existence of this Policy be paid by any other insurances.

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