

Dealer (Stock Only)

Insurance Policy



redefining / art insurance

INTRODUCTION

1. The policy, **schedule** and any **endorsements** form one document and together with the information **you** have provided form a contract between **you** and **us**;
2. **We** will insure **you** up to the amount shown in the **schedule** during the **period of insurance** for which **we** have accepted **your** premium, providing all the terms and conditions of the policy are complied with;
3. Any enquiry or complaint may be addressed to **us** (directly or through **your** intermediary). Please have details of the policy, including **your** policy number, available to enable the enquiry to be dealt with speedily;
4. If **you** are not satisfied with the handling of any complaint please follow the Disputes and Complaints Procedure on Page 13.

NOTES

1. *This is a legal document and should be kept in a safe place.*
2. *Please read the policy, the **schedule** and any **endorsements** carefully. If they are not correct return them to **us** (directly or through **your** intermediary).*
3. ***You** must inform **us** immediately of any change of circumstance that may affect this insurance. If **you** do not, **your** policy may be invalid.*
4. *Any advice by **you** to **us** should be made either directly or through **your** intermediary.*
5. *Any agreement required from **us** must be in writing.*

DEFINITIONS

Certain words in this policy have special meanings. These meanings are given below. To help **you** identify these words **we** have printed them in bold on the following pages. Words derived from the words defined below should be construed in accordance with these Definitions.

Agreed Value	The value of an item of stock agreed between you and us and set out in the schedule , for the purposes of this policy only. We make no representations that this is the value that the item would attain if sold. The agreed value should not be relied upon for any purpose except insurance with us .
Associated Company	A body corporate which is for the time being a member of the same group as you in accordance with the definition of "group" for the purposes of the Companies Acts and so that the term "subsidiary" shall also include a subsidiary undertaking.
Cost Price	The amount you actually paid for an item of stock , plus any amount expended by you to bring it to a saleable condition; provided that both amounts are noted in the stock records at the time of expenditure.
Damage	Physical damage.
Data	Information stored by or on a computer.
Depreciation	The reduction in value of an item solely and directly caused by damage to the item, calculated as a percentage of the value in accordance with the applicable Basis of Settlement.
Endorsement	Any variation made to this policy and agreed by us in writing.
Excess	The amount for which you are responsible in respect of any loss, damage or claim.
Jewellery	Gemstones, pearls, watches or items of gold, silver or other precious or semi precious metals and/or articles comprising them, designed to be worn on the person.
Loss	Physical loss.
Market Value	The price which could reasonably be expected to be paid for an item by a willing buyer to a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.
Period of Insurance	The period shown in the schedule including any other contiguous periods for which you have agreed to pay premium and we have agreed to accept premium.
Premises	The permanent business addresses specified in the schedule , built of standard construction unless otherwise agreed by us , but not any outdoor part, outbuildings or the common parts of leased or rented premises, unless agreed by us .

Safe	A strong lockable cabinet constructed of reinforced steel specifically designed to protect items of high value from theft or unauthorised removal, made by a recognised specialist manufacturer, which is securely fixed to the wall or floor of the building within which it is contained.
Schedule	The document sent to you or your broker or agent when we accepted this insurance and any subsequent amendment, whichever is the most recent, showing your name and address, the amounts insured and period of insurance .
Selling Price	The minimum price that you will accept for the sale of an item of stock from a purchaser, net tax or duty.
Standard Construction	Built entirely of steel, brick, stone or concrete (other than windows and skylights) and roofed entirely with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of mineral ingredients.
Stock	A physical item or items of art or antiques as described as being dealt in by you in the Proposal Form or otherwise agreed to by us , excluding jewellery .
Stock Book	A physical stock ledger and/or a centralised computer ledger; recording all items of stock with a back up copy, no more than one month old, kept away from your premises .
Transits	Any shipping, consignment or sending of stock .
Temporarily removed	Away from your premises for a period not exceeding 60 days and within the territorial limits specified in the Schedule but not including whilst in transit to or from or at fairs, shows or exhibitions, unless specifically agreed by us .
Terrorism	Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Unattended	Without a responsible adult occupant legally attending.
Unoccupied	A business address not staffed during normal working hours, or a domestic dwelling which has not been lived in within the preceding 30 days or not inspected twice a week.
Value	The value in accordance with the basis of settlement as set out in this policy or the schedule .
We or us or our	AXA Insurance (Gulf) AXA.
You or your	The Company, person or persons shown in the schedule as the Insured.

YOUR OBLIGATIONS TO US UNDER THIS POLICY

These obligations must be strictly observed by **you** at all times. Any breach, no matter how minor, entitles **us** not to pay any claim and/ or not to continue cover.

GENERAL

During the policy, **you** must:

1. maintain the sums insured at a level that represents the replacement value in accordance with the Basis of Settlement set out in this policy;
2. exercise due diligence and take all reasonable steps to prevent **losses** and accidents and to protect against **loss** or **damage**;
3. tell **us** of any change of circumstance that may affect this insurance. **You** will not be insured under this policy until **we** have agreed in writing to accept the change in circumstances. If **you** are not sure if any material change in circumstances is relevant, **you** should tell **us** about it and let **us** decide;
4. advise **us** if building work is to take place at **your premises** when the cost of the work exceeds AED 50,000. **We** may require **you** to provide full details of the work to be undertaken and **you** must comply with any condition relating to prevention of **loss** or **damage** **we** may impose;
5. keep **your premises** in good condition and repair;
6. comply with all current building and health and safety legislation and regulations;
7. check the accuracy of **your stock book** by making a physical inventory of **your stock** at least once a year and record the results in writing or electronic form;
8. allow **our** surveyor access to **your premises** on reasonable notice within normal office hours and comply with any measures required by **us** following a survey arranged by **us**.

STOCK RECORDS

ITEMS OWNED BY YOU, FOR SALE

1. **You** must complete **stock books** in which individual details of all items are recorded. The date of purchase and **cost price** of each item, must be recorded in the **stock book** at the time the item comes into your custody.
2. If the basis of settlement set out in the **Schedule** relates to **selling price**, the **selling price** of each item for sale must also be recorded in the **stock book**. Any amendments to the **selling price** of an item after it comes into **your** custody must be promptly recorded, together with the date of the amendment.

ITEMS CONSIGNED BY OR TO YOU, FOR SALE

You must issue a consignment note in respect of each item consigned by or to **you** and must keep a central record of all consignment notes issued. The consignment note shall include the value of the item, not to exceed the **market value** on the date of consignment, agreed between the Consignor and **you**.

There is no cover under this policy for **stock** not recorded in **your stock book** or for which a consignment note has not been issued by **you**.

OPERATION OF PROTECTION AND SECURITY SYSTEMS

1. All intruder alarms and automatic fire detection systems must be in full and effective operation whenever the **premises** are left **unattended**, and must be in proper working order under a maintenance contract with the Installing Company or another qualified Installer.
2. All other protective devices must be maintained in complete working order.
3. Any keys, codes and combinations to the Intruder Alarm and any **safes** or strongrooms must be removed whenever the **premises** are closed or left **unattended**.
4. The Intruder Alarm shall not be regarded as effective if **you** have been notified that the connection to the central monitoring station or the Police response has been withdrawn or is not operational.
5. All fireproof doors and shutters must be kept closed except during working hours and be maintained in efficient working order.
6. Each external door must be kept locked even during opening hours unless such door is within the sight of at least one of **your** Directors, Partners or **employees** at all times.

ASSIGNMENT

This Policy covers **you** and no benefit of it shall inure to any other party including but not limited to **your** customers. This Policy may not be assigned to or transferred to any other party without **our** prior written consent.

MAKING A CLAIM

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - 1.1 tell **us** as soon as possible and then give **us** full details within 30 days of the incident together with any supporting evidence **we** may require, give **us** all the help and information that **we** may require and allow us to enter and inspect **your premises**, books, records and copies of consignment notes, on reasonable notice within normal office hours whenever **we** request;
 - 1.2 immediately tell the police if **you** suspect there has been a crime and obtain a written crime report where a report has been taken;
 - 1.3 immediately notify, in writing, the carrier of **loss** or **damage** in transit and endeavour to obtain a written acknowledgement;
 - 1.4 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.
2. **We** are entitled to take the benefit of **your** rights against another person before or after **we** have paid a claim, or **we** may take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this insurance.
3. Where **we** have paid **you** the full or **agreed value** of a **damaged** item **we** are entitled (but not obliged) to take possession and ownership of that item. So **you** must not dispose of it until **you** have **our** permission to do so. No **stock** may be abandoned to **us**.
4. If **you** or anyone acting for **you** have not disclosed or have misrepresented any fact or circumstance which might affect **our** decision to provide insurance or the terms of that insurance, or **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false or provides false information in connection with any claim, **we** can refuse to pay any claim and/or **we** can treat the insurance as void.
5. **You** must not incur any legal or associated costs without **our** express written consent to all items of such costs, and **you** and any lawyers or other advisers appointed by **you** must act in accordance with **our** wishes. **You** must co-operate fully at all times with any lawyers and/or other advisers **we** appoint if **we** exercise **our** rights under paragraph 1.4. Whether or not **we** take over the defence or settlement of any claim, **we** shall have the right at any time to negotiate with any claimant and in the event that **we** are able to settle the claim but **you** wish to continue to defend it, **you** must accept as full and final discharge of all **our** liability under this policy (whether then known or unknown) payment to **you** of the amount **we** could have paid the claimant to settle the claim and any legal and associated costs for which **we** are already liable at that point.
6. In the event of a claim being made under this policy, **we** will not settle a claim in full or in part until all outstanding premiums have been paid.

DATA PROTECTION

Any information that **you** provide to **us** will be processed and handled in a confidential manner. **We** may store, use and process **your** personal information in order to administer **your** policy and provide **you** with **our** services. It may be necessary to pass information on to third parties in order to provide insurance, handle claims and for the prevention of fraud.

CANCELLATION

You have the right to cancel the policy at any time by telephoning us and returning the policy or by writing to us and advising is of the date you wish the cancellation to be effective from. **We** also have the right to cancel the policy at any time but must give **you** 30 days notice. If **we** cancel, **we** will write to **your** last known address by recorded delivery or registered letter. Upon cancellation, **you** shall be entitled to a return premium proportionate to the unexpired part of the **period of insurance** providing no claim has been submitted.

NON PAYMENT OF PREMIUM

We reserve the right to cancel this policy with effect from its inception in the event of non payment of the premium. We may cancel by giving you 7 days notice to your last known contact address. We may refuse your claim or take any unpaid premium from any claim payment we make to you.

GOVERNING LAW

This Policy shall be subject to and governed by laws of United Arab Emirates. Any disputes arising out of this agreement falls within the jurisdiction of the Courts of United Arab Emirates.

Where there is conflict between the English version and Arabic version of the policy wording, the Arabic version will prevail.

No change or modification to this policy shall be effective except if confirmed in writing by us.

WHAT IS INSURED (THE COVER)

You are insured against **loss** or **damage** to **stock** whilst at **your premises** and whilst **temporarily removed** therefrom as specified in and up to the sums insured in the **schedule**.

You are also insured for:

Fairs and Exhibitions

Stock at fairs and exhibitions but only for specific fairs and exhibitions as specified in and up to the sums insured in the **schedule** or an **endorsement**, provided that **you** or a minimum of one of **your employees** is in attendance at the stand at such fair or exhibition at any time when members of the public are present at the fair or exhibition.

TRANSITS

The following provisions apply to **stock** having a total combined value (calculated in accordance with the basis of settlement) in excess of AED 50,000 or equivalent in **your** local currency.

1. **Transits** by air must:
 - either be transported by **you** or **your employee** as hand baggage and at all times be kept in **your** actual, personal and vigilant possession;
 - or be shipped as air cargo under the supervision of a professional Fine Art carrier;
2. **Transits** by road must:
 - either be transported by **you** or **your employee** out of sight in a vehicle under **your** or **your employee's** control. All parts of the vehicle must be kept locked;
 - or be transported by a professional Fine Art carrier;
3. Any **transit** not by air or road, other than on a ferry incidental to a road transit, is not covered by this Policy unless **you** have **our** prior agreement.

WAR

You are also insured for War risks to **stock** in transit but only to the extent that such cover is given under the Institute of London Underwriters (International Underwriting Association) War Clauses CL 255, CL 257 and CL 258 and subject to the cancellation provision in CL 271. Copies of these clauses are available on request.

BASIS OF SETTLEMENT

1. In the event of **loss** of:
 - 1.1 **your** own **stock**, **we** shall be liable for no more than the **value**;
 - 1.2 **stock** owned by others, **we** shall be liable for no more than the amount stated in the Consignment note or **your** liability to the owner, whichever is the lesser;
 - 1.3 sold **stock** (prior to delivery), the amount invoiced by **you** to the Buyer.
2. In the event of **damage** to **stock**, **we** shall be liable for no more than the lesser of the **value** or the cost of restoration by a restorer agreed by **us** or if no agreement is possible, a restorer nominated by **us**, plus any **depreciation** of the item (after restoration).
3. If a claim is made in respect of an item in which **you** have a part share, **our** liability shall not exceed:
 - 3.1 In respect of the proportion **you** own, that same proportion of the item's **value**;
 - 3.2 In respect of the proportion **you** do not own, **your** legal liability to the owner of the item, not to exceed the proportion of the **market value** of the item that **you** do not own.
4. **We** shall have the option of discharging **our** liability in respect of any item of **stock** by paying **you** the **value** of the item and thereby obtaining ownership of the item.
5. In the event of **loss** or **damage** to **stock**, which is subsequently found to be a fake, forgery or misattribution, **our** liability shall not exceed the lesser of the actual **market value** of such **stock** immediately prior to the **loss** or **damage** or the **value** and **you** shall refund to **us** any higher amount paid by **us** to **you** in settlement of **your** claim.
6. **You** shall have the right to repurchase from **us** any **stock** that is recovered for which **we** have paid a claim either:
 - 6.1 within one year of the date of **loss** at the amount of the settled claim, plus expenses incurred by **us** in handling the claim and recovery; or
 - 6.2 thereafter, at the fair **market value** at the time of recovery.**You** must exercise such right within 30 days of **us** offering the stock to **you**.

AGREED VALUES

If **we** have **agreed values** with **you** for a specific item of **stock**, the Basis of Settlement set out in the **schedule** shall not apply and **we** will be liable for no more than the **agreed value**.

WHAT IS NOT INSURED (EXCLUSIONS)

Whilst **we** aim to make **our** policy comprehensive, there are certain things **we** cannot insure.

This insurance does not cover:

1. **Loss, damage**, liability or expense caused by or resulting from:
 - 1.1. Inherent vice, latent defect, wear and tear, nature of the subject-matter insured, gradual deterioration, insects, vermin, rust, corrosion, rot, mould, mildew, fungus or fungal attack, atmospheric or climatic conditions, or the action of light;
 - 1.2. any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration;
 - 1.3. misuse or mechanical or electrical breakdown or derangement;
 - 1.4. faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - 1.5. confiscation, requisition, detention or destruction by or by order of any government, public or local authority or agency of them;
 - 1.6. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, except to **stock** while in transit;
 - 1.7. **your** own wilful or deliberate act or omission or that of any **associated company** or **employee**;
 - 1.8. clerical or accounting errors or omissions;
 - 1.9. any **loss** or **damage** occurring or expense incurred before **the period of insurance**;
 - 1.10. escape of water from any fixed water or heating installation, or from any fixed water tanks, apparatus or pipes unless **you** keep the relevant **premises** heated to a temperature of at least 5 degrees Celsius or shut off and drain the fixed water tanks, apparatus and pipes;
 - 1.11. corruption, magnetic or electrical damage, disturbance or distortion to **data**;
 - 1.12. lack of title, or defective title, on the part of any past, present and/or future purported owner,
 - 1.13. theft, fraud or dishonesty committed or connived at by:
 - any of **your** directors, partners, **employees** or agents ;
 - anyone to whom the **stock** is directly or indirectly entrusted or loaned unless such **loss** or **damage** arises when such **stock** is deposited for safe custody only;
 - 1.14. mysterious disappearance.
2. **Loss, damage** or expense, or liability arising out of **loss, damage** or expense, which is directly or indirectly caused by or contributed to by or arising from:
 - 2.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
 - 2.3 the transmission of any communicable disease, human immune deficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any related virus complex or syndrome;
 - 2.4 terrorism; if not specifically endorse hereon
 - 2.5 toxic mould

- 2.6 pollution or contamination unless caused by a sudden, identifiable unintended or unforeseen accident, and the accident causing the pollution or contamination
- a) is reported to **us** immediately or as soon as reasonably possible, and
 - b) occurs during the **period of insurance**.

All pollution or contamination arising from one accident shall be deemed to have occurred at the time the accident takes place.

3. **Loss, damage** or expense if the location where the **loss, damage** or expense occurs is:
- 3.1 left **unoccupied**;
 - 3.2 undergoing demolition, structural alteration, structural repair or extension unless **we** agree with **you** in writing.
4. **Loss or damage to stock**
- 4.1 at a hotel, motel or lodging house unless the **stock** is kept in a locked **safe** or when in the actual and personal possession of **you** or **your employee** or agent;
 - 4.2 sent by post or postal courier unless the total value of the sending is below AED 50,000 or currency equivalent and registered post or a tracking service is used;
 - 4.3 which is revealed only by or on routine inspection or the taking of an inventory or periodic stocktaking;
 - 4.4 in transit unless such **stock** is securely and adequately packed so as to withstand the normal hazards of such transit considering the nature and fragility of the item;
 - 4.5 entrusted to **you** for safe custody only;
 - 4.6 resulting from theft or attempted theft of or from any **unattended** road vehicle, unless such vehicle is contained within a secure compound with a fully operational alarm system. This exclusion does not apply to vehicles under the control of professional Fine Art carriers.
5. Any claim which but for the existence of this insurance would have been compensated under any other policy.
6. Any punitive, exemplary or other such damages awarded by any court.
7. The cost of routine maintenance or redecoration.
8. **Loss or damage** to or legal liability, directly or indirectly arising from any computer or other equipment, **data** processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software programme or process, or any other electrical or electronic system, directly or indirectly caused by computer viruses or failure to recognise, interpret or process any date as its true calendar date or to continue to function beyond that date.
9. Consequential loss (being additional **loss, damage**, cost, expense or other financial liability occurring or being incurred as a result of but after the occurrence of the event insured against).
10. The amount of any deductible shown in the **schedule**.
11. Any expenses incurred in preparing a claim.
12. **Loss, damage**, cost or expense of whatsoever nature to the extent that the provision of cover, payment of claim or provision of benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

COMPLAINTS PROCEDURE

AXA has established a process for dealing with customer complaints or feedback. If you have encountered a problem or have any concerns, we would like to hear from you.

How and where to Complain

We would prefer that the complaint be made in writing, as this helps to reduce the risk of misinterpretation or misunderstanding from our end.

To help us assist you, we ask that you:

- Attach relevant supporting documents;
- Ask the questions you would like us to answer; and
- Tell us what you think would be a reasonable response to your complaint

Support and assistance is available from the process of making complaints and/or interpreting the complaints procedure.

Our Complaints Management Policy and internal complaints management procedures include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure you that all matters are dealt with seriously and in a confidential manner.

You may contact us in any of the following ways.

- Visit our website www.axa-gulf.com and select Complaints under Contact Us
- Send a letter to the management at AXA Insurance (Gulf) BSC (c), PO Box 290, Dubai.UAE.
- Transmit a fax to +971 4 324 2375
- Telephone us on +971 4 324 3434 and request our Customer Service staff to register your complaint
- Walk in to our office and request our Customer Service staff to register your complaint

Our complaints resolution process is as follows:

Level One:

Your complaint should be resolved within 5 working days from the date of registration. You should receive a written response with details of the resolution or reason(s) for rejection or an indication that further contact will be made (if more time is required).

If the complaint has not been resolved earlier, you should receive a final written response within 10 working days from the date of registration with details of the resolution or reason(s) for rejection or why we are unable to make the final response (with an indication of when you may receive a final response from us).

Level Two:

If, despite our best efforts, you are dissatisfied with our response, you may write either to complaintsofficer.uae@axa-gulf.com or The Complaints Officer, AXA Insurance (Gulf) BSC (c), PO Box 290, Dubai, UAE, stating your AXA Complaint Number within 5 working days from the date of our final response. AXA Insurance is not obliged to take the complaint further unless it is received and acknowledged.

You should receive a written response from us within 5 working days from the date of your written complaint with details of the resolution or reason(s) from rejection.

If that is not possible, you will receive a written explanation citing the reason from not being able to make the final response and an indication of when you may receive a final response from us.

Level Three:

After the above process has concluded, if you are still dissatisfied, you have a right to refer your complain to the Regulator.

You may do so by sending details of your complaint, stating the AXA Complaint Number either to fax number +971 2 627 1220 or to The Compliance Department, Insurance Authority, PO Box 113332, Abu Dhabi, UAE.

AXA Insurance (Gulf)

PO Box 290
DubaiUAE
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Website: www.axa-gulf.com

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