

Fine Art Insurance Ireland

POLICY DOCUMENT



www.ecclesiastical.ie

 ecclesiastical

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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance, businesses in Ireland, UK, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

This policy has one section and your schedule will show the how much you are insured for.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **01 619 0300** or by email at compliance@ecclesiastical.com.

Claims service and contact numbers

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Making your claim

If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

Outside of business hours please call

01 619 0325

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints, contact us at;

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin 3,
D03 T6P8

Tel: 01 619 0300

Email: complaints@ecclesiastical.com

Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Tel: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorised non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at www.centralbank.ie

General definitions

Each time any of the following words or phrases appear in this policy in bold italic type or in capital letters in the schedule they will take the specific meaning shown below unless specifically defined in a policy section

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Aircraft

means aircraft and other aerial devices dropped from them

Business

means the business of the ***Insured*** as stated in the schedule

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

Damage

means physical loss destruction or damage

Earthquake

means earthquake including fire as a result of earthquake

Escape of oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***

Escape of water

means escape of water from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Fire

means fire by any cause other than ***earthquake*** and includes any losses arising from lightning or explosion

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

Geographical limits

means Republic of Ireland Northern Ireland England Scotland Wales the Channel Islands and the Isle of Man

Impact

means impact by any road or rail vehicle or animal

Insured/you/your

means the Insured shown in the schedule

Malicious persons

means intentional and wilful **damage** not caused by thieves

Period of insurance

means the period of insurance stated in the schedule

Premises

means that part of the buildings and grounds at the addresses shown in the schedule owned or occupied by **you** in connection with the **business**

Restricted peril(s)

means **fire earthquake aircraft riot malicious persons storm flood impact escape of water**

Riot

means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Storm

means a period of violent wind rain snow or hail but excluding **damage** caused by **flood**

Theft

means theft or attempted theft

Unoccupied

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your business** during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5 Terrorism

Definitions specific to this exclusion

Act of terrorism

means an 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

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of 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

This insurance also excludes 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**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **restricted peril** or **theft**

7 Electronic risks

Damage caused by electronic risks as set out below

Definitions specific to this exclusion

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of **your** business activities

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

System(s)

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

Cover excludes **damage** to

- (a) **data** (other than as provided for under any reinstatement of data extension within the Business interruption section or Equipment breakdown section) which shall include but shall not be limited to
 - (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
 - (v) **damage** arising out of any operator error in respect of **data**

- (b) any items insured arising directly or indirectly from
 - (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **damage**

- (a) to the property insured caused by pollution or contamination which itself results from a **restricted peril** or **theft** or **escape of oil**
- (b) to the property insured caused by a **restricted peril** or **theft** or **escape of oil** which itself results from pollution or contamination

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence

9 Infectious and communicable diseases

Definition specific to this exclusion

Infectious or communicable disease

means any disease pandemic or epidemic including but not limited to any virus bacterium parasite other organism or infectious matter any mutation or variation to any of the above whether living or dead natural or artificial officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- (a) any **infectious or communicable disease** including but not limited to
 - (i) the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - (ii) contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- (b) any action taken or failure to take action to prevent control or respond to any **infectious or communicable disease**

Provided that

- (a) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- (b) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- (c) where **we** apply this exclusion the burden of proving the contrary rests with the **insured**
- (d) this exclusion applies to all cover sections of this policy

General conditions

1 Misrepresentation

You must ensure that **you** answer all questions asked by **us** honestly and with reasonable care

If **you** fraudulently give **us** incorrect information **we** may void the policy and retain any premiums paid

If **you** negligently give **us** incorrect information **we** may

- (a) void the policy and refund to **you** any premium paid if **we** would not have entered into this policy on any terms had correct information been given
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium we would have charged **you** had the correct information been given
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had the correct information been given
We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Alteration of risk

If after the start of this insurance there is a change to the property insured or **your business** which materially increases the risk of **damage** accident or liability **you** must tell **us** as soon as is reasonably possible

This includes

- (a) a change in use of the **premises**
- (b) the **premises** are undergoing alterations or repairs where the contract value exceeds €100,000
- (c) where **your** interest ceases except by will or operation of law
- (d) where an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement

We will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

Additional requirements apply under the 'Unoccupied buildings' policy condition

4 Multiple insurances

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act

If **we** cancel the policy **we** will notify **you** in writing by Registered post to **your** last known address

6 Unoccupied buildings

It is a **condition precedent to liability** that

- (a) when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
- (ii) cancel the cover for any affected buildings
- (iii) cancel the policy in accordance with the Cancellation condition

- (b) in respect of any building or part of a building which becomes **unoccupied**

- (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
- (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings
- (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**
- (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and
 - (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
 - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
 - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
- (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations

A record of inspections including remedy of any defects must be maintained

- (6) **you** must permanently seal shut the letterbox

Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected

- (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs

- (8) in addition to the Claims condition that requires **you** to tell **us** as soon as **you** become aware of an incident that may result in a claim **you** must also tell **us** as soon as **you** become aware of any illegal entry to the **premises** whether or not any **damage** has occurred
- (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

7 Security

It is a **condition precedent to liability** for **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices fitted to the **premises** be put into full use whenever the **premises** are closed for business and are not attended by **you** or an authorised person for the purpose of the **business**

Where the **premises** are occupied by **you** for **business** and residential purposes

- (a) the **business** portion must be secured as outlined above outside of working hours of the **business**
- (b) the residential portion must be secured as outlined above when this portion is unattended by **you** or **your** family or other authorised persons

Any additional security conditions that apply will be detailed on **your** policy schedule if applicable

8 Fire extinguishing appliances

The schedule will show if this condition applies

Where **you** are entitled to a discount for Fire Extinguishing Appliances **you** must have all such appliances inspected and maintained under a service contract at least annually with a specialist contractor or otherwise competent person

9 Fire alarm installations

The schedule will show if this condition applies

It is a **condition precedent to liability** that where any **premises** is protected by an automatic fire alarm installation that

- (a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
- (b) an undertaking shall be in force with engineers who are registered with the National Standards Authority of Ireland (NSAI) (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation in accordance with IS3218 and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
- (c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
- (d) immediate notice shall be given to **us** if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre
- (f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the **premises** as soon as is reasonably possible
- (g) immediate notice shall be given to **us** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions **we** instruct **you** to take shall be acted upon

- (h) advance notice is given to **us** if it is proposed that any part of the
 - (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (2) **premises** is to be extended or altered and obtain **our** prior written agreement
- (i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **our** representatives
- (j) **our** access to the **premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **us** in writing

10 Intruder alarms

The schedule will show if this condition applies

Definitions specific to this condition

Intruder alarm system

means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

It is a **condition precedent to liability** that where any **premises** is protected by an **intruder alarm system** that

- (i) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (ii) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (iii) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (iv) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the business portion of the **premises** to the part occupied residentially
- (v) immediate advice shall be given to **us** of any notice from the Gardaí or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (vi) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and the Gardaí
- (vii) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as is reasonably possible

Unless otherwise agreed by **us** in writing

11 Deep fat frying apparatus

It is a **condition precedent to liability** in respect of **damage** by fire that if there is any deep fat frying apparatus at the **premises**

- (a) it must be securely fixed and free from any contact with any combustible materials
- (b) any woodwork within 1 metre of the apparatus must be protected with metal or other incombustible material
- (c) the extraction ducts and flues must be kept clean and free from grease or oily accumulations
- (d) it is fitted with a thermostat designed to prevent the temperature of cooking oils and fat rising above 205 degrees C
- (e) at least one 2 litre capacity fire extinguisher suitable for use on fat or oils and an approved fire blanket must be kept in the immediate vicinity of the apparatus and must be clearly marked and accessible at all times
- (f) it must never be left unattended when turned on or in use

12 Arbitration

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

13 Cancellation

(a) Your right to cancel in the cooling-off period

You have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds €30

If **you** have made a claim then the full annual premium is due

(c) Our right to cancel

(1) Non-payment of premium

(i) If **you** do not pay **your** premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

(ii) If you pay your premium by instalments

Unless otherwise agreed with **us** **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us** **we** will send notice of any outstanding instalment to **you** and advise the date when we will re-present **our** payment request to the bank

This will not be less than 14 days from the date on which **our** payment request was originally presented

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on our part or on the part of **your** insurance intermediary bank or building society

(2) Other cancellation rights

In addition to **our** rights under

- (i) Non-payment of premium above and
- (ii) Policy voidable Alteration of risk and Fraudulent claims conditions

we have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so

Our cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

- (a) circumstances which are outside **our** reasonable control for example
 - where the law requires that **we** cancel **your** policy
 - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

14 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such 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 the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the United States of America

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

15 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

16 Law applicable

This policy shall be governed by and construed in accordance with the law of Republic of Ireland unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Northern Ireland England Wales or Scotland in which case the law that applies in that location shall apply

17 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if it exceeds €30

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the Gardaí as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of **riot**
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy

We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability

Additional conditions apply to the Fine art and collections section which are detailed in the section

1 Fine art and collections

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Agreed value

means the value agreed by **you** and **us** for the purpose of this policy

No representation is made by **us** that those values represent the **market value** or any other basis of value

Art

means anything that could be bought or sold at a reputable auction house including but not limited to

- (a) paintings works on paper **exhibits** tapestries rugs antique guns furniture sculpture ceramics gold silver or gold and silver plated items architectural features
- (b) collectibles including glass clocks barometers coins stamps medals antiques and wine

Excluding **jewellery/watches/furs**

Depreciation

means the reduction in value of an item caused directly by **damage** to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the **damage**

Exhibits

means any temporary or permanent item or items held in **your** collections as listed in the schedule

Jewellery/watches/furs

means jewellery watches gemstones pearls items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person and furs

Market value

means the price a willing buyer would pay to a willing seller with good title at the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods

Temporary

means for a period not exceeding 90 days

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease

Cover

We will indemnify **you** in accordance with the Basis of settlement following **damage** to an item of **art** and **jewellery/watches/furs** as stated in this section or the schedule belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** occurring during the **period of insurance** whilst at the **premises** or whilst at other locations agreed by **us**

Exclusions

We shall not be liable for

- (1) **damage** or expense caused by or resulting from theft fraud or dishonesty committed by any of **your** directors trustees employees or **authorised volunteers** or anyone to whom **your art** is consigned or otherwise directly or indirectly entrusted or loaned
- (2) items kept in the open grounds of the **premises** unless specifically declared to **us** as such and agreed by **us** at the applicable premium
- (3) **damage** to the property insured whilst in any building which is **unoccupied** unless agreed by **us**
- (4) mysterious disappearance or unexplained loss
- (5) **damage** or expense caused by or resulting from
 - (a) natural ageing gradual deterioration inherent vice latent defect rust or oxidation **vermin** warping or shrinkage mould fungus mildew corrosion or the intrinsic nature of the subject matter insured
 - (b) smoke damage caused by smog agricultural or industrial work or any gradual cause
 - (c) aridity humidity exposure to light or extremes of temperature unless such **damage** is caused by **storm** frost or **fire** or another sudden unforeseen event
 - (d) any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing
 - (e) misuse of any property insured under this section
- (6) **damage** attributable solely to change in the water table level
- (7) **damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom

Basis of settlement

- (1) **Art**
 - (a) The basis of valuation for settlement of any total loss covered will be
 - (i) for **art** individually listed the **agreed value** shown in the schedule
 - (ii) for **art** not individually listed the **market value** immediately prior to the loss up to €35,000 for any one item pair or set
 - (iii) for **art** loaned to **you we** will pay the value specified in the Loan Agreement
 - (b) In the event of partial **damage** to any **art** the amount payable will be the cost of restoration plus any resulting **depreciation** but not exceeding the full insured value of the **art** valued as in (1)(a) above as applicable
- (2) **Jewellery/watches/furs**
 - (a) The basis of valuation for settlement of any total loss covered will be
 - (i) for **jewellery/watches/furs** individually listed in the schedule the value listed or the market value immediately prior to the loss whichever is the less
 - (ii) for **jewellery/watches/furs** not individually listed in the schedule the **market value** immediately prior to loss up to €20,000 for any one item pair or set
 - (b) In the event of partial **damage** to any **jewellery/watches/furs** insured **we** will pay the cost of repair plus any resulting **depreciation** but not exceeding the full insured value of that item as in (2)(a) above as applicable

At **our** option **we** may arrange the repair

Any disagreements as to the **market value** are to be resolved in accordance with the General condition 'Arbitration'

Following **damage** to any item which has an increased value because it forms part of a pair or set the amount **we** shall pay will take into account the loss in overall value

Limit of liability

Our liability in the *period of insurance* shall not exceed

- (a) the sum insured for each item shown in the schedule or
- (b) any other limit of liability in this section
- and
- (c) in total shall not exceed the total sum insured for all items

Extensions

The insurance by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph

1 New acquisitions

The limit provided by this extension is in addition to the sums insured stated in the schedule

New acquisitions of **art** and **jewellery/watches/furs** acquired during the *period of insurance* provided that **you** notify **us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by notifying **you** in writing within 14 days of receiving notification and giving 7 days notice

Limit

10% of the total sum insured on such property or €250,000 whichever is the lower any one claim

2 Defective title

The limit provided by this extension is separate from the sums insured stated in the schedule

We will indemnify **you** for claims made against **you** arising from **your** purchase of **art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **you** were not aware and should not have been aware after making reasonable enquiry

Providing always that

- (i) the purchase was made after the date **you** first insured **your art** with **us** under this policy
- (ii) the claim is made against **you** during the *period of insurance*
- (iii) **you** do not commence any litigation or other legal process without **our** consent and **you** inform **us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** consent
- (iv) **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the lawyer instructed advises are reasonable
- (v) if **you** are required to relinquish possession of the **art** to another party **we** will pay the amount that **you** paid to purchase the **art**
- (vi) if **you** are required to pay damages to another party **we** will pay the amount of those damages up to the **market value** of the item at the time of payment

Limit

€600,000 including legal costs in any one period of insurance

3 Restoration and framing

Notwithstanding exclusion 5(d) if any **damage** occurs which is caused by a professional conservator restorer or framer **we** will pay the reasonable cost of repair and any **depreciation** directly caused by the **damage**

Provided that **our** liability under this extension shall not exceed the value of the individual item and in the aggregate the sum insured for **art**

4 Work in progress

We will cover uncompleted works of **art** and **jewellery/watches/furs** by an artist commissioned by **you** which are damaged prior to completion or which cannot be completed due to the artist's death

We will pay for the costs **you** have incurred for the materials and supplies for the artist and the contracted costs for labour

Limit

For any one claim **we** will not pay more than the amount of non-recoverable deposits or the full commission price if pre-paid

The most **we** will pay is €35,000 in the aggregate in any one period of insurance

5 Temporary removal

Art and **jewellery/watches/furs** whilst away from the **premises** for a **temporary** period at locations shown in the schedule and in transit

Limit

- (i) for **art** is €6,000,000 or the sum insured for **art** whichever is the less
- (ii) for **jewellery/watches/furs** is €22,500 in the aggregate in any one period of insurance
- (iii) in respect of losses from unattended vehicles for **art** and **jewellery/watches/furs** is €15,000 in the aggregate in any one period of insurance provided that
 - (a) the vehicle is locked at all points of access and alarmed
 - (b) there are visible signs of forcible or violent entry to the vehicle
 - (c) the property is out of sight in a locked compartment or locked boot within the vehicle

When in transit it is a **condition precedent to liability** that **you** comply with the Transit condition

6 Emergency evacuation

The reasonable cost with **our** agreement of moving **your art** and **jewellery/watches/furs** to and from and keeping them in secure storage if

- (a) **your premises** become unoccupied due to sudden loss of or damage to **your premises** or
 - (b) a statutory or regulatory body prohibits occupation or use of **your premises**
- until either the loss or damage is rectified or the local authority allows **you** to occupy **your premises** again

Conditions

1 Recovered property

Following payment of the full amount insured for any **art** or **jewellery/watches/furs** title passes legally to **us**

However if **we** recover any of **your** property after **we** have paid a claim **we** will contact **you** and **you** can buy it back from **us** within 60 days

We will charge

- (a) the amount **we** paid for **your** claim plus interest and any recovery cost and expenses or
- (b) the **market value** of the item at the time **we** recover it

whichever is the less

2 Art – loaned items

- (a) In respect of **art** loaned to **you** values for the purpose of this policy should be agreed between **you** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph (b) below

Anything first loaned to **you** after the inception of this policy with no Loan Agreement will not be covered under this policy unless specifically agreed by **us** in writing

- (b) Loan Agreements must incorporate the following
 - (i) the name of the owner
 - (ii) a statement specifying which party shall be responsible for any loss or damage and when risk transfers
 - (iii) a description of each item of **art** loaned
 - (iv) the loan value of each item of **art** consigned as agreed between **you** and the owner

3 Consignment of art

Items of **art** loaned to **you** must not be given to any third party without the written approval of the owner of the **art**

If there is a breach of this condition **we** will not pay any claim arising whilst the **art** is out of **your** possession (with the exception of specialist transporters art handlers conservators framers and specialist photographers)

4 Transit

All items must be packed securely and adequately when being transported

When property insured is being transported and the combined value of all items exceeds €10,000 then the following conditions apply

- (a) Transits by air must either
 - (i) be transported by **you** or **your** employee as hand luggage and at all times be kept in sight or
 - (ii) be transported as air cargo with enhanced security control by the airline
- (b) Transits by road must either
 - (i) be transported by **you** or **your** employee in a vehicle under control of **you** or **your** employee kept out of sight at all times and all entry points of the vehicle must be locked when unattended or
 - (ii) be transported by a professional Fine Art carrier

For any other transit not detailed above **you** must inform **us** in advance and **we** must agree in writing to the security in place during transit

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at

www.ecclesiastical.ie

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **01 6019 0300**

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