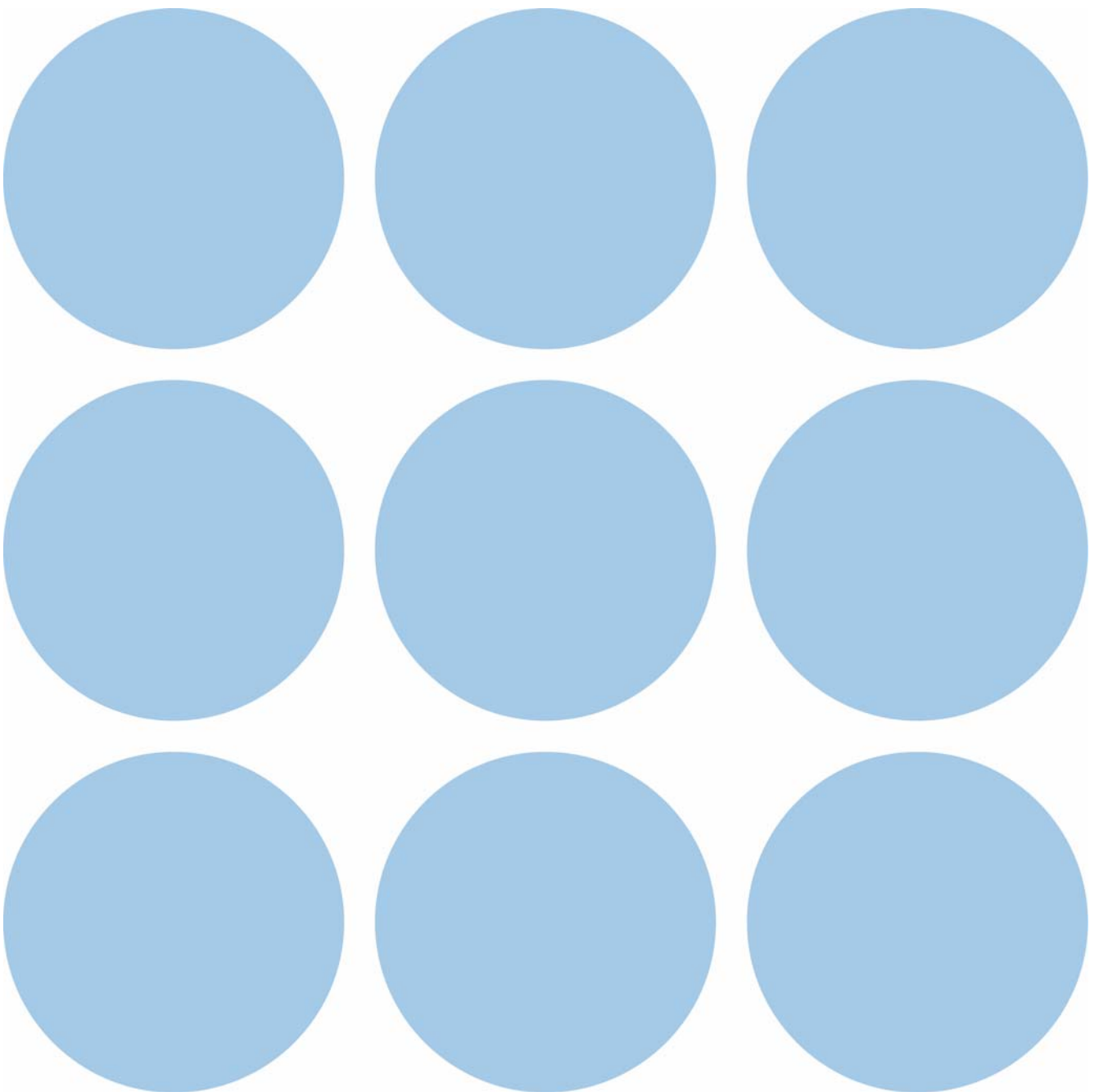


Art and Antique Dealers and Galleries Insurance Policy



COMPANY TITLE

Policy year:

Policy number:

Please read this Policy and Schedule carefully.

If they do not meet your needs please return them to us or your broker or agent.

This is a legal document and should be kept in a safe place.

Signed:

Dated:

Zurich Global Corporate UK for and on behalf of
Zurich Insurance plc ('The Underwriters')

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Welcome to Zurich

Thank you for taking your insurance out with us and welcome to Zurich Global Corporate UK.

As part of Zurich Financial Services Group, one of the world's largest insurance and financial services providers, we are able to provide innovative insurance solutions, products and services tailored to customers' domestic and international needs through an integrated global platform.

Our global network enables us to operate across national, regional and functional boundaries. We provide our customers with the benefit of our international expertise and detailed local knowledge.

At Zurich we believe in working closely with our customers and look forward to continue working with you.

www.zurich.com

Schedule

Policy Number	<input type="text"/>		
Period	both days inclusive		
Date of Application	<input type="text"/>	<input type="text"/>	<input type="text"/>
Assured	<input type="text"/>		
Named Location(s)	<input type="text"/>		
Property Insured	Works of Art of every description and other items pertaining to the Insured's business, the property of the Insured or held by them in trust for which they are responsible, and/or legal liability for similar property of others		
Sums Insured	Property at named location(s)	<input type="text"/>	each and every loss
	Property Insured at unnamed locations within the United Kingdom	<input type="text"/>	each and every loss
	Property Insured whilst in transit in the United Kingdom, including temporary storage whilst in the ordinary course of transit	<input type="text"/>	each and every loss
	Property Insured at, and in transit to and from fairs and exhibitions	<input type="text"/>	each and every loss
	Property Insured whilst in transit worldwide, including temporary storage whilst in the ordinary course of transit	<input type="text"/>	each and every loss
Deductible	<input type="text"/>	each and every loss	
Extensions and Endorsements	Invalid Payments Extension		
	Defective Title		
	Professional Indemnity for Valuations		
	Exhibition Clause		
	UK Terrorism Extension		
Premium	<input type="text"/>		
IPT	<input type="text"/>		
Total Due	<input type="text"/>		

Art and Antique Dealers and Galleries Insurance

The Underwriters have relied on all information concerning the application for this insurance in deciding to provide cover.

Coverage

In consideration of the payment of the Premium stated the Schedule, We the Underwriters agree to insure the Insured Property as described in the schedule attached (the "Schedule) against all risks of physical loss of or physical damage while at the location(s) and within the territorial limits specified in the Schedule occurring during the period of insurance subject to the following exclusions, basis of valuation and conditions

Exclusions

This Insurance does not cover:

- 1 Any loss or damage caused by or resulting from:
 - (i) natural ageing, gradual deterioration, wear, tear, inherent defect, rust or oxidisation, moth or vermin, warping or shrinkage;
 - (ii) any repairing, reframing, restoring, retouching or similar process;
 - (iii) aridity, humidity, exposure to light or extremes of temperature unless the loss arises as a direct consequence of an event not excluded under this Insurance;
- 2 theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of the Assured, or any person to whom insured property is entrusted or loaned
- 3 The amount of the deductible stated in the Schedule for each and every loss..
- 4 Loss of or damage to Property Insured unless it is entered in the Assured's stock records.
- 5 Loss or shortage discovered while taking inventory.
- 6 Malicious damage or vandalism to property whilst being displayed in the open air.
- 7 Loss of or damage to property at any trade fair unless specifically notified to and agreed by Underwriters in advance or as declared in the Schedule herein
- 8 Loss of or damage to property in or on any unattended vehicle under the control of the Assured unless at the time of loss the vehicle is locked with the ignition key removed and any alarm or immobiliser set to "on" and the goods are out of sight. If left overnight the vehicle must be garaged or kept in a secure premises.
- 9 Electrical, electronic or mechanical fault or breakdown of the insured item.
- 10 Loss or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
- 11 Consequential loss of any kind.
- 12 Loss or 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.
- 13 Loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property or under the order of any government or public or local authority

Invalid Payments Exclusion

- 14 This Insurance excludes any claim in respect of the Property Insured hereunder, where the loss has been sustained by the Assured consequent upon handing over such property to any third party, for receipt of payment by:
- 1 Cheque, Banker's Draft or any other form of Money Order, where such Cheque, Banker's Draft or any other form of Money Order shall prove to be false, fraudulent or otherwise invalid or uncollectable for any reason whatsoever.
 - 2 Cash, Currency or Banknote's which prove to be counterfeit, false or otherwise invalid for any reason whatsoever.
 - 3 Credit Card where the use of the same has been false, fraudulent or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.

Terrorism Exclusion Clause

- 15 Loss, damage, cost or expense or 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.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the uses 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.

This exclusion 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 the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause

- 16 any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 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. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

Cyber Attack Exclusion Clause

- 17 a) 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.
- b) Notwithstanding the above, if this policy is extended by endorsement to include the risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 15 (a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Basis of valuation

- 1 The "Value" on which settlement will be based shall be:
 - (i) for items which belong to the Assured, Cost price plus 30% or Selling Price less 20%, whichever the greater;
 - (ii) for items sold but not delivered to the purchaser, the selling price;
 - (iii) for items bought on behalf of the Assured's client, the purchase price plus any fee or commission pre-agreed and made in writing;
 - (iv) for items in the care, custody or control of the Assured which belong to third parties, the lesser of the market value immediately prior to the loss and the Assured's legal liability to the third party;
 - (v) for fixtures and fittings, the lesser of replacement cost after an allowance for depreciation or the cost of repair;

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

- 2 In the event of partial loss of or damage to any item insured the amount of loss shall be the cost and expense of restoration plus any resulting depreciation in value but not exceeding the full value of that item.
- 3 In the event of loss of or damage to any insured property which has a special or increased value by virtue of forming part of a pair or set, any indemnity under this Insurance shall take into account any such special or increased value and the amount of loss shall be the cost and expense of restoration plus any resulting depreciation in value but not exceeding the Value of that pair or set.
- 4 Following the payment of the full amount insured for any item, pair or set, the Underwriters will become the full owners and reserve the right to take possession of the item, pair or set.

Conditions

Anything to be done or complied with by the Assured shall be a condition precedent to the Underwriters' liability.

Stock Records

The Assured must keep and maintain stock and account records in which details of all purchases, sales, property bought on behalf of the Assured's client and other property entrusted to the Assured are recorded. These records must be available for inspection by the underwriters or their representatives in the event of a claim. Property not recorded in these records is not covered under this insurance

Due Diligence

The Assured must take all reasonable steps to maintain the insured property in a good and proper condition and take all reasonable measures to protect the insured property.

Transits

Where cover for transits is provided by the policy the Assured must ensure that the insured property is packed, unpacked and secured to withstand the normal hazards associated with such transits. Furthermore, any said transits will be subject to:

Institute Cargo Clauses (A) CL252 1.1.82 and/or

Institute Cargo Clauses (Air) (excluding sendings by Post) CL 259 1.1.82 as applicable.

Institute War Clauses (Cargo) CL255 1.1.82 and/or

Institute War Clauses (Air Cargo) (excluding sendings by Post) CL258 1.1.82 as applicable.

Institute Strikes Clauses (Cargo) CL256 1.1.82 and/or

Institute Strikes Clauses (Air Cargo) CL260 1.1.82 as applicable.

Personally Accompanied Transit Clause

It is a condition precedent to the liability of Underwriters that whenever the assured is in the process of carrying the insured interest from one point to another that the said interest remains in the close personal custody and control of the person undertaking the personally accompanied transit at all times. For the purpose of this clause "close personal custody and control" means that the insured interest shall be held by, attached to, or within sight and at arms length reach of the designated individual at all times whilst in transit.

It is further understood and agreed that all personally accompanied transits insured hereunder are to be made by the Assured, an employee of the Assured or an individual personally known to the Assured (or to a responsible member of the Assured's staff) and appointed as his/their personal representative, but this shall be deemed NOT to include professional carriers or couriers.

Plain Wrapper Warranty

It is a condition precedent to the liability of Underwriters that any sending insured hereunder shall make no reference on any documentation accompanying the sending or on the packaging that may assist in identifying the contents therein.

This clause will not apply when statute, or common law, decrees that such a declaration must be made.

Protections Maintenance Clause

The Assured must ensure that all physical protections notified to the Underwriters are engaged whenever the Location is left unattended.

The Assured must ensure that all burglar alarm systems notified to the Underwriters are activated whenever the Location is left unattended. The Assured must advise the Underwriters as soon as is reasonably possible if for any reason a system is not working properly. The Underwriters may then vary the terms and conditions of this Insurance. All systems must be regularly serviced by a reputable company.

Keys Clause

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

Notice and Proof of Loss

In the event of loss or damage likely to involve a claim under this Insurance notice is to be given to the Underwriters as soon as reasonably possible, and to the police if a crime is suspected.

In the event of loss or damage to the insured property the Assured must give to the Underwriters such relevant information and/or evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim.

Property Buy Back

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

- (i) 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;
- (ii) the fair market value at the time of recovery.

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

Subrogation

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

Misrepresentation and Fraud

If the Assured has concealed or misrepresented any material fact or circumstance relating to this Insurance or if the Assured makes any claim knowing it fraudulent, this Insurance will become void.

Cancellation

This Insurance may be cancelled at any time by the Assured by writing to the Broker or Agent who effected this Insurance. The Underwriters will then be entitled to the customary short rate proportion of the premium. This Insurance may also be cancelled by or on behalf of Underwriters by giving thirty (30) days notice in writing sent by first class post to the Assured at his last known address. The Underwriters will then be entitled to the pro rata proportion of the premium.

Notice will be deemed to have been given if sent by first class post properly addressed.

Governing Law & Jurisdiction

All disputes arising out of or in connection with this contract of insurance is/are governed by English Law. Parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

Premium Payment Clause

The Assured undertakes that premium will be paid in full to Underwriters within thirty (30) days of commencement of the period of Insurance (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the thirtieth (30th) day from the commencement of the period of Insurance (and in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Assured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters have been on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Assured via the broker. If premium due is paid in full to the Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

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.

ARIAS Arbitration Clause

All disputes and differences arising under or in connection with this contract shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The Arbitrator shall be persons (including those who have retired) with not less than ten years' experience of Insurance or reinsurance within the Industry or as lawyers or other professional advisors serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

The seat of arbitration shall be **London**

The proper law of this contract shall be the law of **England**

Termination of Transit Clause (Terrorism) 2009

1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing of influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

Either

1.1 As per the transit clauses contained within the contract of insurance,

or

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Other Insurance

The Underwriters are only liable to the extent that any other valid insurance would fail to cover any claim if this policy had not been issued.

Data Protection

How Zurich will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this notice to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer your insurance policy and any claims made against the policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims History

Under the conditions of the policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us information about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history of that or any other person or property likely to be involved in the policy or claim.

Fraud Prevention & Detection

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

- share information about you with other organizations including the Police
- undertake credit searches
- check and / or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by contacting our Claims Handling Team.

How to claim

Should you need to make a claim, please contact your insurance intermediary. Alternatively, please call your normal contact at Zurich at the following address/telephone number:

Zurich Global Corporate UK
London Underwriting Centre
3 Minster Court
London
EC3R 7DD

Tel: 020 7648 3200

Our complaints procedure

Zurich is committed to providing a high level of service to all its customers. However, if you have any cause for complaint you should in the first instance, contact either your broker or us directly.

If the matter is not resolved to your satisfaction, please contact the Chief Underwriting Officer.

You can telephone 020 7648 3200.

Or write to:

Chief Underwriting Officer
Zurich Global Corporate UK
London Underwriting Centre
3 Minster Court
Mincing Lane
London EC3R 7DD

If you are still not satisfied, please contact the Chief Executive Officer's Office.

You can telephone 020 7648 3200.

Or write to:

Chief Executive Officer
Zurich Global Corporate UK
London Underwriting Centre
3 Minster Court
Mincing Lane
London EC3R 7DD

A member of the **Chief Executive Officer's** Office will respond to your complaint and offer resolution wherever possible. Written complaints will be acknowledged within one working day of receipt. If after four weeks you have had no contact, a letter of explanation will be issued.

If you are still not happy with the way we have dealt with your complaint you may be eligible to have your case reviewed by the Financial Ombudsman Service (FOS).

This is a free and impartial service. The FOS can help with most complaints if you are: a private individual; a business with an annual turnover with less than £1million; a charity with an annual turnover of less than £1million; a trustee with a net asset value of less than £1million. You can telephone: 0845 080 1800 or email: enquiries@financial-ombudsman.org.uk

Or write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

You are entitled to refer to the Financial Ombudsman Service at any stage of your complaint. Your legal rights are unaffected.

**At an exchange rate of 1GBP = 1.5 Eur.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). Subject to the FSCS Rules you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. General Insurance products are generally covered for 100% of the first £2,000 (€3,000) and 90% of the remainder of the claim.

However, compulsory classes of insurance are covered for 100% of the claim. In each of these cases there is no limit to the amount of compensation payable. Further information about compensation scheme arrangements is available from the FSCS.

Extensions & Endorsements

Invalid Payments Extension

Notwithstanding anything else herein to the contrary this Policy is extended to include loss of Insured Property hereunder, where the loss has been sustained by the Assured handing over such property to any third party, for receipt of payment by:

- (i) Cheque, Banker's Draft or any other form of Money Order, where such Cheque, Banker's Draft or any other form of Money Order shall prove to be false, fraudulent or otherwise invalid or uncollectable for any reason whatsoever.
- (ii) Cash, Currency or Banknote's which prove to be counterfeit, false or otherwise invalid for any reason whatsoever.
- (iii) Credit Card where the use of the same has been false, fraudulent or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.

Underwriters' limit of liability under this extension will be £ each and every loss and in the annual aggregate and shall only be liable for losses discovered during the currency of this Policy.

It is a condition precedent to liability under this extension that the Assured takes all reasonable precautions to prevent such losses.

Defective Title Extension

It is hereby understood and agreed that the Underwriters hereon will indemnify the Assured up to the Limit of Liability of £20,000 any one loss and in the aggregate, including defence costs, against any claim which is first made against the Assured and notified to Underwriters during the period of this Insurance, arising out of a dispute involving the title of any insured work of art

This extension does not cover:-

- a) Any claim where the defective title was known to or could have been discovered by the Assured or any agent of the Assured by or through whom they purchased the stock by making reasonable and proper enquiries as to an item's provenance, prior to or at the time of purchase.
- b) Any claim arising out of any circumstance which might give rise to a claim against the Assured of which the Assured was aware or ought objectively to have been aware prior to the period of this insurance.
- c) Any claim made against the Assured by any associated, parent or subsidiary company or any person or entity having a financial, executive or other similar interest in the Assured's operation.
- d) Any claim arising out of the Assured's bankruptcy or insolvency.
- e) Any claim arising from a debt incurred by the Assured.
- f) Arising from any disputed testamentary disposition.
- g) Any item purchased with a cost price over £10,000 or currency equivalent, that the Assured has not checked with the Art Loss Register (or similar service agreed by Underwriters) prior to purchase unless purchased through Christies, Sotheby's, Bonhams, Phillips or other auctioneer or dealers agreed by Underwriters.

Notwithstanding the Basis of Valuation contained herein, it is hereby understood and agreed that under this extension Underwriters will pay the cost price of the item of stock plus the defence costs and claimant's costs, but in no event will Underwriters be liable for more than the Limit of Liability as above.

It is further understood and agreed that the Underwriters shall not be liable to pay any claim under this extension unless the Assured complies with all requirements in conditions a) and b) below:-

Claims Notification

- a) The Assured must notify Underwriters immediately in writing during the period of insurance of any claim made against the Assured or of any circumstance which may subsequently give rise to a claim hereunder. Any claim arising out of such circumstance shall be deemed to be a claim first made against the Assured during the period of insurance.

Conduct of Claims

- b) The Assured must not admit liability for or agree to settle any claim, or incur any costs without the Underwriters written consent. The Underwriters shall be entitled to instruct their lawyers to act on behalf of the Assured and conduct in the Assured's name the investigation, defence, pursuit or settlement of any claim and the Assured must give the Underwriters and/or their lawyers any information or assistance they may reasonably require.

Settlement of Claims

- c) If the Underwriters wish to settle any claim and the Assured decides to continue to contest that claim, then the Underwriters liability for that claim will not exceed the amount for which the claim could have been settled, including claimants costs incurred to that date. Any defence costs incurred by the Assured after that date will be the responsibility of the Assured. If the Underwriters decide to make a payment to the limit of liability in respect of a claim the payment will represent a total discharge of any further liability of the Underwriters in connection with that claim.

All other terms, conditions, clauses and warranties remain unaltered.

Professional Indemnity for Valuations Extension

Insuring Clause

- 1 Underwriters agree, subject to the terms, limitations, exclusions and conditions of this policy, to indemnify the Assured for any liability at law for damages and claimants costs and expenses arising from any **claim or claims** first made against them during the period of insurance by reason of a **wrongful act** committed by the Assured in connection with the conduct of your business in your professional capacity as valuers.
- 2 Underwriters total liability under this extension is limited to £50,000 **any one claim** and all **claims** in the aggregate during the period of insurance.

Exclusions

This policy will not indemnify the Assured in respect of:

- a) the first £250 in respect of **any one claim**.
- b) any **claim or claims** made against the Assured arising from or in connection with the following:
 - (i) **Claims and circumstances** known to the Assured or any Partner, Director, Principal or Employee of the Assured prior to inception of this policy or which in Underwriters reasonable opinion ought to have been known to the Assured or notified by the Assured under any other insurance prior to the inception of this policy, or disclosed on the latest **application** made to Underwriters.
 - (ii) the dishonesty of the Assured, or any Partner, Director, Principal of the Assured or anyone who is under a contract of service with the Assured including a consultant or employee.
 - (iii) any breach of any obligation owed by the Assured as employer to any Partner, Director, Principal or Employee.
 - (iv) any **claim or claims** made against the Assured by:
 - a) any associated, parent, affiliated or subsidiary company, or
 - b) any person or entity having a financial, executive or controlling interest in the Assured, or
 - c) any company, firm or entity in the which the Assured or any Partner or Director of the Assured has a financial, executive or controlling interest.
 - (v) any fine, penalty, punitive, exemplary or non-compensatory damages.
 - (vi) any **claim** made against the Assured for work carried out in the name of any other firm(s) or other associations of which the Assured form part of for the purpose of undertaking any joint ventures unless Underwriters agreement has been first obtained and an extension made upon this policy.

Terrorism Insurance Certificate 2003

Notwithstanding anything contained in the Policy to the contrary in consideration of the payment of the Premium and its Insurance Premium Tax in respect of the Period of Insurance:

- a) In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism (defined for the purpose of this Certificate as 'any act or acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto'), or in the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted Tribunal, the Insurers by this Certificate to the Policy shall provide cover for Damage and/or Consequential Loss (if requested by the Insured) proximately caused by such Act of Terrorism provided that:
- 1 Such Damage and/or Consequential Loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
 - 2 In any action suit or other proceedings where the Insurers allege that any damage or loss resulting from damage is not covered by this Certificate the burden of proving that such damage or loss is covered shall fall upon the Insured.
 - 3 The insurance effected by this Certificate excludes any losses whatsoever:
 - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack; including consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

Definitions

For the purposes of 3) (b) above the following special meanings shall apply:

'Virus or Similar Mechanism' means program code, programming instruction or any set of instructions intentional constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

'Hacking' means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not.

'Denial of Service Attack' means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems, Denial of Service Attacks include, but are not limited to, the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

4 The insurance effected by this Certificate excludes:

- a) Any type of property which has been specifically excluded in the Policy;
- b) Any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media or any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Definitions

For the purposes of 4) (b) above the following special meanings shall apply:

'Nuclear Installation' means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) The production or use of atomic energy;
- b) The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

'Nuclear Reactor' means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

5 Save for the exclusions listed in sections 3) and 4) above no other exclusions in the Policy shall apply to the insurance effected by part A. of this Certificate. All the other terms definitions and conditions of the Policy (including but not limited to and Excess or Deductible to be borne by the Insured) shall apply to the insurance effected by part A. of this Certificate except for:

- a) any provision for the automatic reinstatement of sums insured contained in the Policy;
 - b) any Long Term Undertaking applying to the Policy;
 - c) any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance;
 - d) any provision for the automatic reinstatement of sums insured contained in the Policy;
 - e) any Long Term Undertaking applying to the Policy;
 - f) any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance;
 - g) any aggregate limit contained in the Policy regarding the amount borne by the Insured as a result of the operation of a deductible;
 - h) any extension of Premises to locations outside England and Wales and Scotland.
- b) In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism, and such refusal is upheld by the decision of a validly constituted Tribunal, this Certificate to the Policy amends the insurance by the Policy as follows:
- 1 The Exclusion in respect of Terrorism in the Policy shall not apply in respect of such event or occurrence, but
 - 2 The Policy will not cover Damage or Consequential Loss directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution or contamination.

Save for 1) and 2) above the terms definitions exclusions provisions and conditions of the Policy shall apply.

The insurance provided by this Certificate shall have no force or effect unless this document has been signed by an authorised official of the Insurers.

Zurich Global Corporate UK

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Zurich Insurance plc.

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