



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

Fine Arts Insurance for Private Collectors

PC 94 Policy Wording

ITGI/FAC/03

Cover

The property described in the attached schedule (the "Schedule") is insured against physical loss or physical damage occurring during the period of insurance while at the named location(s) or within the territorial limits specified in the Schedule, subject to the following exclusions, basis of valuation and conditions.

Exclusions

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

This insurance does not cover:

A. loss or damage caused by or resulting from:

- (i) natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
- (ii) repairing, restoring, retouching, or any similar process;
- (iii) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire.

B. loss from or damage in or on unattended vehicles, unless in the custody of a competent professional carrier.

C. electrical or mechanical fault or breakdown.

D. the amount of the deductible stated in the Schedule for each and every loss.

E. 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.

F. loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) nuclear reaction, nuclear radiation or radioactive contamination.



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Basis of Valuation

A. The basis of valuation for settlement will be:

(i) for items individually listed, the value agreed by the underwriters and shown in the Schedule. The underwriters will not be liable for more than the agreed value;

(ii) for items not individually listed, the market value immediately prior to the loss. Nevertheless in no event will the underwriters be liable for more than the applicable limit of liability set out in the Schedule.

B. In the event of partial loss of or damage to any item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the full value of that item, valued as in A above.

C. Following 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.

1. *Due diligence*

The assured must take all reasonable care and measures to protect the insured property and to maintain it in a good and proper condition.

2. *Transits*

The assured must ensure that the insured property is packed for transit by competent professional packers.

3. *Acquisitions*

The aggregate sum insured may be increased by up to 10% to cover new acquisitions provided underwriters are notified within 60 days and an additional premium is paid. This allowance will be reinstated following each notification to the underwriters.

4. *Protections maintenance clause*

The assured must ensure that all physical protections notified to the underwriters are engaged whenever the named location(s) are left unattended. The assured must ensure that all fire alarm and security systems notified to the underwriters are activated whenever the named locations(s) are left unattended. The assured must also advise the underwriters as soon as 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 under contract by a reputable company at least



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annually.

5. Notice and proof of loss

In the event of loss or damage that may give rise to 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 the underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the underwriters the assured must submit to examination under oath by any person designated by the underwriters.

6. Subrogation

If the underwriters become liable for any payment under this insurance in respect of a loss, the underwriters shall 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 shall be entitled at their own expense to sue in the name of the assured. The assured shall 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, shall execute all documents necessary to enable the underwriters effectively to bring suit in the name of the assured. The underwriters shall be entitled to all recoveries from any third party up to the amount of their outlay including their own costs and expenses.

7. Recovered Property

The assured will have the right to purchase from the underwriters any property 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 repurchase.

8. Misrepresentation and fraud

If the assured has concealed or misrepresented any material fact or circumstance relating to this insurance or makes any claim knowing it to be fraudulent, this insurance shall become void.

9. Cancellation

This insurance may be cancelled at any time by the assured in writing to the broker or agent who effected this insurance. The underwriters will then be entitled to the customary pro rata proportion of the premium.

This insurance may also be cancelled by or on behalf of underwriters by giving 30 days notice in writing sent by post to the assured at his last known address. The underwriters



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will then be entitled to the pro rata proportion of the premium.

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

10. Governing law and jurisdiction

This insurance is governed by the laws of India. Any terms or conditions of this policy which are in conflict with the laws of the State or Country where this policy is issued are hereby amended to conform to such laws. Both the assured and the underwriters irrevocably and unconditionally agree to submit any dispute under or in any way relating to this insurance to the exclusive jurisdiction of the courts of India.