



Cover4Collections

Weald Insurance
Brokers Ltd

POLICY DOCUMENT

UNDERWRITTEN BY



Ecclesiastical

ARRANGED BY



Weald
Insurance
Brokers Ltd
more than just a broker

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Introduction

Claims service

Claims should be made to Weald Insurance Brokers Ltd or direct to Ecclesiastical using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during Ecclesiastical office hours of 8am - 6pm, Monday to Friday.

Call Ecclesiastical on

0345 603 8381

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

0345 602 2869

How we will use your data

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 or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data 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 clicking on the link at the bottom of any email or 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 such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations 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.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. 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.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com.

The language used in this policy and any information in it will be English.

General definitions

Each time the following appear in bold italic type or in capital letters in the schedule they will take the meaning shown below.

If they are not highlighted the everyday meaning will apply.

Collection

means sporting memorabilia and programmes, postcards, diecast models, cigarette cards, teddy bears, dolls houses, telephone cards or as fully described in the schedule and associated equipment used to display the collection.

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 that the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**.

Excess

means the amount **you** must pay towards the claim.

Geographical limits

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

Home

means the address stated in the schedule which includes garages and outbuildings used only for domestic purposes.

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

means not lived in by **you** or any other person authorised by **you**.

We/our/us

means Ecclesiastical Insurance Office plc.

You/your

means the person(s) named as insured in the schedule.

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 or damage (as described in and subject to the terms, conditions, limits and exclusions of this policy) occurring or arising in connection with **your collection** during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

General exclusions

1 Radioactive contamination

We will not cover any loss, damage, cost, expense or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or part of that equipment.

2 War risks

We will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event: war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, mutiny, revolution or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), martial law, usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

3 Terrorism

We will not cover any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- (a) biological, chemical or nuclear pollution
- (b) contamination

due to any act of **terrorism**

This policy also excludes any liability incurred by **you** 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, expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

4 Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

5 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

6 Date recognition

We will not cover loss or damage to any:

- (a) computer or other electrical equipment containing a microchip or integrated circuit or any component part; and
- (b) computer records, programs, discs, software or the information contained on them;

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

7 Indirect loss

We will not pay for any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

General conditions

1 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details. If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

2 Duty of care

You must take all reasonable steps to prevent or reduce loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair.

3 Other insurances

If at the time of any loss or damage resulting in a claim under this policy **you** have any other insurance covering the same loss, damage or liability, **we** will only be responsible for **our** proportion of the claim.

4 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information **you** have told **us**. **You** must also tell **us** as soon as possible about any of the following:

- (a) any change of address.
- (b) any change to the person(s) named as the Insured in the schedule.
- (c) if any person insured under this policy receives a criminal conviction which results in a custodial sentence.
- (d) any change or addition to the property insured under this policy which would mean **you** need to increase the amounts insured or the limits shown on **your** schedule.
- (e) If **your** home is to be **unoccupied** or **unfurnished** for any continuous period exceeding 60 days.

If in doubt, **you** should contact **us** using the address or phone number in the General information section.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate, **we** may, depending on the circumstances:

- (i) cancel **your** policy in accordance with General condition 5
- (ii) refuse to pay or reduce the amount **we** pay for any relevant claim
- (iii) revise the terms and/or premium of **your** policy.

5 Cancelling the policy

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

You have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

(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** tell **us**. As long as **you** have not made a claim, or are not aware of an incident which may give rise to a claim, during the current period of insurance **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current period of insurance then **you** must pay the annual premium in full.

(c) Our right to cancel**(1) Non – payment of premium****(a) If you do not pay your premium by instalment**

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 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.

(b) 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** 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 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** broker, bank or building society.

(2) Other cancellation rights

In addition to **our** rights under (i) Non-payment of premium above; and (ii) General condition 7 Fraudulent claims, **we** have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by special delivery 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
 - (i) where the law requires that **we** cancel **your** policy
 - (ii) 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) 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**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium and **you** will be required to pay **us** any unpaid premium.

6 Making a claim

- (a) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss outside the home, theft, vandalism or malicious acts

Tell the police immediately.

You must not negotiate or admit or deny any claim without **our** written permission.

- (b) (i) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets or photographs of **your** property. **We** may also require **your** consent to obtain information about **your** loss from the Police or other relevant law enforcement agency.
- (ii) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

- (c) Following notification of **your** claim, property damaged beyond repair must be retained for at least 30 days (or any other period **we** agree) and made available for **our** inspection.

7 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any 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 and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date. If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address.

8 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) an agreed arbitrator or if an arbitrator cannot be agreed;
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

9 Changes to premium

If **you** make a change in the policy cover and this results in an additional or refund of premium for the period up to the renewal date of the policy, then such additional or refund of premium will only be requested or paid by **us** if it exceeds £15.

10 Governing law

This policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.

Rights and responsibilities

1. **We** may enter any buildings where loss or damage has occurred and deal with any salvage. However, **you** must not abandon any property to **us**.
2. **We** may take over and deal with, in **your** name, the defence or settlement of any claim.
3. **We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information related to **your** claim to enable **us** to make these recoveries. **We** will pay for any reasonable expenses **you** incur in providing **us** with this information.
4. A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The Cover

What is covered

Accidental loss or damage to the **collection** named in the schedule which is owned by **you** or for which **you** are legally responsible whilst in **your home**.

What is not covered

- (a) The amount of any **excess** shown in the schedule.
- (b) The cost of maintenance.
- (c) Loss or damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradual cause.
- (d) Loss or damage caused by cleaning, dyeing, repair or restoration.
- (e) Mechanical or electrical breakdown.
- (f) Property being confiscated or detained by any government, public or police authority.
- (g) Property owned or used for business or professional use.
- (h) Loss or damage from **your home** after **your home** has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (i) Theft, attempted theft and malicious damage caused by **you** or **your** guest or tenant.
- (j) Loss or damage which is specifically insured elsewhere.
- (k) Escape of water caused by failed or inadequate grout or sealant.

Basis of settlement

- (a) In the event of the loss or destruction of the **collection** **we** will pay the market value of the **collection** immediately prior to the loss but no exceeding the sum insured.
- (b) In the event of the loss or destruction of an item which forms part of the **collection** but is not specified in the schedule **we** will pay the lesser of
 - i. the market value immediately prior to the loss or
 - ii. £1,000but in no event exceeding the amount payable under (a).
- (c) In the event of partial damage to any item, at **our** option **we** will pay the cost of repair plus any resulting depreciation, but not exceeding the amount **we** would have paid under (a) or (b)
- (d) If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the loss in overall value but will not exceed the amount **we** would have paid under (a) or (b) above.
- (e) The most **we** will pay in any one period of insurance is the total sum insured shown in the schedule.

Extensions

The cover provided by this policy is extended to include the following (subject to the **excess** stated in the schedule).

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Basis of settlement.

1 Temporary removal

The **collection** away from **your home** within the **geographical limits** in the following circumstances

- (a) whilst temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between such locations;
- (b) whilst on display at exhibitions or fairs and the like and whilst in transit to or from such locations;
- (c) in any other circumstances whilst in **your** personal custody, but excluding items removed for the purposes stated in (a) or (b) above;
provided that the most **we** will pay for any one claim from an unattended vehicle is £2,500.

Excluding

- (i) theft of property in unattended vehicles unless the doors are locked and all windows and other openings fully closed.
- (ii) theft of property from a vehicle with a soft top unless the property is in a locked boot or luggage compartment and the vehicle is secured in accordance with (i) above.
- (iii) theft or attempted theft of property from an unattended hotel or boarding house room unless involving entry to or exit from the room by forcible means or following actual or threatened assault or violence.
- (iv) theft or attempted theft of property whilst left overnight or unattended at exhibitions, fairs and the like unless
 - i. involving entry to or exit from the premises or locked room by forcible or violent means; or
 - ii. following actual or threatened assault or violence.

2 In transit by post

Items relating to the **collection** being sent by post

Limit: £250 any one claim unless sent by Royal Mail Special Delivery when the limit is increased to £1,000 any one claim.

3 Temporary removal outside the geographical limits

Cover under 1. above whilst outside the **geographical limits** for up to 90 days in any one period of insurance.

Limit: £5,000 any one claim.

4 New possessions

(This extension increases the sum insured that applies but only to the extent stated.)

An increase in the sum insured on unspecified items of up to 10% or £2,000 whichever is the less, to cover any items **you** acquire during the period of insurance. This increase will only apply if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium if required by **us**.

Special endorsements

The schedule will show if any of the following endorsements apply to **your** policy.

1 Existing security

It is a **condition precedent to liability** in respect of loss or damage by theft or malicious damage that all locks, bolts and other security devices are used when **your home** is left unattended and when **you** go to bed at night (windows in rooms **you** are sleeping in do not need to be locked).

2 Burglar alarm

It is a **condition precedent to liability** in respect of loss or damage by theft or malicious damage that

- (a) the burglar alarm at **your home** is put into operation when the **home** is left unattended and when **you** go to bed at night
- and
- (b) the burglar alarm is regularly inspected and maintained by the alarm company who installed it (or another company agreed in writing by **us**).

3 Safe condition

It is a **condition precedent to liability** that in respect of loss or damage by theft or malicious damage that all jewellery in **your home** is kept in a locked safe, approved by **us**, when it is not being worn by **you**.

4 Keys

It is a **condition precedent to liability** in respect of loss or damage by theft or malicious damage that the keys to the alarm or safe are removed from **your home** when it is left unattended.

5 Minimum security

It is a **condition precedent to liability** in respect of loss or damage by theft or malicious damage that

- (a) Doors
 - all external doors and internal doors leading to integral garages, are fitted with a key-operated deadlock.
- (b) Garage
 - doors all garage doors are fitted with a key-operated lock (other than a rim latch) or a good quality padlock.
- (c) Windows
 - all external basement, ground floor and garage windows, and any windows, skylights and fanlights accessible from roofs, fire escapes, downspouts, walls or other features of any building are fitted with key-operated window locks or screwed or bolted shut.
 - Note: This does not apply to openings of less than 23 cm by 15 cm (9 inches by 6 inches).
- (d) the glass in Louvre windows is glued into its mounting by strong adhesive, for example, superglue.
- (e) all locks, bolts and other security devices are used whenever **your home** is left unattended and when **you** go to bed at night (windows in rooms **you** are sleeping in do not need to be locked).

General Information

Complaints procedure

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:

Ecclesiastical Insurance Office plc
Beaufort House
Brunswick Road
Gloucester GL1 1JZ

Tel: **0345 777 3322**

Email: **complaints@ecclesiastical.com**

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 0SR

Tel: **0800 0234 567**

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

Website: **www.financial-ombudsman.org.uk**

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

Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

You can contact the FSCS helpline on **0800 678 1100** or **0207 741 4100**, write to the address below or visit the website:

www.fscs.org.uk

Financial Services Compensation
Scheme 10th Floor,
Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Email: **enquiries@fscs.org.uk**

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Notes

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**

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

0345 777 3322.

You can also tell us if you would like to always receive literature in another format.

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