



**FINE ART INSURANCE
FOR
DEALERS AND GALLERY**

In consideration of the Insured named in the Schedule hereto having paid to the Universal Sampo General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, The Company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the Period of Insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

The proposal form accepted by Us constitutes the basis of this insurance and is incorporated herein.

DEFINITIONS

1. **You/Your** : The person (s)/entity named as Insured in the Schedule
2. **We/Us/Our** : Universal Sampo General Insurance Company Limited
3. **Proposal**: The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: It provides details of the insured person(s), subject matter insured.
6. **Accident**: Accident or Accidental means a sudden, unintended and fortuitous external and visible event.
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Insured Person**: The person(s)/entity named as insured person in the Schedule.

COVERAGES

The Policy covers the property described in the attached "Policy Schedule" 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. The cover is subject to the exclusions, basis of valuation and conditions mentioned hereunder.

EXCLUSIONS



We are only liable to the extent that any other existing 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) process of repairing, reframing, restoring, retouching or any similar process;
 - (iii) aridity, humidity, exposure to light
 - (iv) extremes of temperature unless such loss or damage is caused by storm, frost or fire;
 - (v) theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise) or any employee of the insured, insured's partner, director or other officer or any person to whom insured property is entrusted or loaned.
- b. loss or shortage discovered while taking inventory.
- c. loss of or damage to property unless it figures in the insured's stock records.
- d. loss or damage at any exhibition, trade fair unless specifically notified to and agreed by us in advance.
- e. loss from or damage in or on unattended vehicles.
- f. electrical or mechanical fault or breakdown.
- g. the amount mentioned against the item termed Deductible in the Policy Schedule for each and every loss.
- h. consequential loss of any kind.
- i. mysterious disappearance or unexplained loss.
- j. 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.
- k. (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.
- l. 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.

BASIS OF VALUATION

(a). In event of a loss leading to a claim under the Policy the basis of valuation for settlement will be as follows :

- (i) for items which belong to the insured, the basis specified in the Schedule;
- (ii) for items sold but not delivered to the purchasers, the selling price;
- (iii) for items bought on behalf of the insured'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 insured which belong to third parties, the lesser of the market value immediately prior to the loss and the insured'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 We be liable for more than the limits of liability set out against each item covered and mentioned in the Schedule .

(b). In the event of partial loss or damage to any item insured the amount payable shall be the cost and expense of restoration plus any resulting depreciation in value but not exceeding the full value of that item.

(c). In the event of loss of or damage to any item insured which has an increased value because it forms part of a pair or set, any indemnity under this insurance shall not take account of the increased value but shall only be a proportional part of the value of the pair or set.

(d). On payment of the full amount insured for any item, pair or set We will become the full owners of such property and reserve the right to take possession of the item, pair or set.

CONDITIONS

The following form part of Your obligations the performance of the same or compliance thereof by You shall be a condition precedent to our being liable under the Policy.

1. Stock records

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



2. Due diligence

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

3. Transits

You must ensure that the insured property is packed and unpacked for transit by competent professional packers.

4. Protections Maintenance clause

You must ensure that all physical protections notified to Us are engaged whenever the named location(s) are left unattended.

You must ensure that all fire alarm and security systems notified to Us at inception of Policy as existing are activated whenever the named location(s) are left unattended. You must also advise Us as soon as reasonably possible if for any reason a system is not working properly. We reserve the right to vary or review the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

5. Keys clause

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

6. 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 Us 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 You must give Us 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 Us, You must submit to examination under oath by any person designated by Us.

7. Subrogation

If We become liable for any payment under this insurance in respect of a loss, We shall be subrogated, to the extent of the payment, to all Your rights and remedies against any party in respect of the loss and shall be entitled at Our own expense to sue in Your name. You shall give Us all such assistance as within Your means and as We may require to secure Our rights and remedies and, at Our request shall execute all documents necessary to enable Us effectively to bring suit in Your name. We shall be entitled to all recoveries from any third party up to the amount of Our outlay including Our own costs and expenses.

8. Misrepresentation and fraud

If You have concealed or misrepresented any material fact or circumstance relating to this insurance or make any claim knowing it fraudulent, this insurance shall become void ab initio.

9. Recourse –

You shall at Our expense do and concur in doing and permit to be done, all such acts and things as may be necessary or required by Us in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those insured



under this Policy) to which We shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by Us.

10. Cancellation

This insurance may be cancelled at any time by You by giving a notice in writing to Us, We will then be entitled to retain the pro rata portion plus 15% of the premium.

This insurance may also be cancelled by Us by giving 30 days notice in writing sent by post to Your last known address, We will then be entitled to the pro rata proportion of the premium.

Notice will be deemed to have been given if sent by registered post/ or by courier, correctly addressed.

11. 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 You and Us 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.

12. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability) being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy. It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

13. 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 You and Us 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.

14. Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned



and shall not thereafter be recoverable under this Policy.

15. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

16. Grievance or Complaint :

You may register a grievance or Complaint by visiting our website or write to us on contactus@universalsampo.com. You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

In case of any grievance relating to servicing the Policy, the insured person may submit in writing to the Policy issuing office or regional office for redressal.

For details of grievance officer, kindly refer the link www.universalsampo.com

IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>

Insurance Ombudsman — Insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance.

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka.	BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh Chattisgarh.	BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Odisha	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429



	Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
Delhi.	DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(Assam). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	HYDERABAD Office of the Insurance Ombudsman, 6-2- 46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan.	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry.	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336



	Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	MUMBAI Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand.	PATNA Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra,	PUNE



<p>Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>	<p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>
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