

## Terms & Conditions

Important: a warranty is a promise by you that:-

- A particular act or action shall or shall not be done; or
- A condition shall be fulfilled; or
- A state of affairs does or does not exist; or
- A statement made by you is true

A warranty must be strictly complied with and failure to comply may, at the Insurer's option, result in the insurance being invalidated.

### Terms

1. You warrant that the goods insured in transit are Antiques, Objets d'Art, Objets de Vertu
2. You warrant that you are resident in the UK, Northern Ireland, Channel Islands or the Isle of Man or that, if resident elsewhere, you are sending goods to these territories.
3. You warrant that you have had no losses (whether insured or not) arising out of goods in transit in the last five years.
4. You warrant that you have no convictions for any criminal offence (other than motoring offences) or have received a police caution or have any criminal prosecution pending
5. In order to be eligible for this Insurance, you warrant that you are an active commercial Dealer in Antiques, Objets d'Art, Objets de Vertu or Fine Art, or a Restorer, Carrier or Auctioneer in these fields. If in doubt as to your eligibility, you should contact John Wakefield on +44(0)1306 740555.
6. This Insurance is underwritten by Axa Corporate Solutions Assurance SA UK Branch, Civic Drive, Ipswich, IP1 2AN

Transit2insure.com is a division of Anthony Wakefield & Co. Ltd., South House, South Street, Dorking, RH4 2JZ. Anthony Wakefield & Co. Ltd. are regulated by the Financial Conduct Authority (registration no.307545) and are Recommended Service Providers to the British Antique Dealers' Association.

For Financial Conduct Authority purposes, you will be treated as a Commercial, Large Risk client.

Your premium will be dependent upon Sum Insured, risk type [fragile/mixed load or non-fragile] and the country from or to which you are sending.

### Conditions

The policy is a standard Marine Cargo Policy and is subject to its terms and conditions.

All sendings must be suitably packed for transit.

You are responsible for the first £100 of any loss or damage, each claim.

In the event of a claim, you must claim in writing against the carrier within the time period allowed by them. If you do not, your claim payment may be reduced.

The Insurance includes the following clauses;

Institute Cargo Clauses (A)-1.1.82, Institute Cargo Clauses (Air) – 1.1.82, Inland Transit Clause, Institute War Clauses (Cargo) – 1.1.82, Institute War Clauses (Air Cargo) – 1.1.82, Institute War Clauses (Sendings by Post) – 1.1.82, Institute Strikes Clause (Cargo) – 1.1.82, Institute Strikes Clauses (Air Cargo) – 1.1.82, Institute Classification Clause – 1.8.97, Institute Replacement Clause – 1.1.34, Institute English Jurisdiction Clause – 1.11.91, Termination of Transit Clause (Terrorism), Cargo ISM Endorsement (JC 98/019 1 May 1998), Contract Clause, Climatic Conditions Clause, Institute Classification Clause 1.1.01, Insurance Premium Tax Clause, Overnight Warranty, Picture Clause, Postal Conveyance Clause, Registered Postal Clause, Unattended Vehicle Warranty, Valuation and Replacement Clause, Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause 10.11.03 Institute Cyber Attack Exclusion Clause 10.11.03, Sanctions Limitation and Exclusion Clause JC2010/013 11.08.2010 and any other clause, warranty or exclusion advised to us.

A full copy of these clauses will be supplied to you on request. A charge will be made for this service. If you do require the full copy of the clauses prior to sending, you cannot continue with this online purchase.

The premium you are charged is inclusive of the London Market War and Strikes rate.

No premium refund shall be made in the event that the proposed sending does not take place.

The sending must be completed within one calendar month of the anticipated departure date.

You may not insure a sending that has already commenced.

## General

If you misdisclose or conceal matters that might be material, Insurers can, if they wish, void your policy or refuse to pay your claim. There have been several legal interpretations of what is or is not material, but, as a rule of thumb, if a fact might cause an underwriter to offer you either no terms or enhanced terms for Insurance, then it is material.

You will hold us harmless for your failure to disclose as above.

If you find out later that you already have Insurance in place (by mistake) for the risks that you are now proposing, at our discretion, we shall refund half of the applicable premium. There are three provisos. First, the other Insurance must be for a similar (but not identical) form and extent of cover, second, we shall only make this refund if the other Insurers agree to do the same and third, you may only claim for and during the existing period of Insurance.

Premium returns may not be made if you have had a claim before cancelling.

For your protection, we will hold premiums and claims monies received [if applicable] in accordance with Financial Conduct Authority rules in either a statutory or non-statutory account. No interest thereon earned by us in respect of each transaction shall be returned to you.

All personal information about you shall be treated as private and confidential [even when you are no longer a customer], except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where the law requires it. As part of the Financial Conduct Authority's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us will be held on computers or file servers and may be passed to other insurance companies for underwriting and claims purposes.

## Complaints

Although we always try to give the highest levels of service, we do appreciate that things can occasionally go wrong. If you are unhappy with our service, please contact us with details of what has happened. We shall:-

- acknowledge your complaint within 2 working days of receipt
- try to resolve the complaint within 5 working days
- conduct an assessment of your complaint and respond to you

Please note that some complaints require fuller enquiry than others. If this is the case, we shall contact you within 20 working days to give you an expected date of response. Alternatively or conjointly, you may refer your complaint to your Insurers, who will deal with it under their stated complaints procedure.

If you feel that our response does not resolve your issue, you may refer the matter to the Financial Ombudsman Service at South Quay Plaza, 183, Marsh Wall, London, E14 9SR, however, the Ombudsman will only consider your complaint if, 1] you have referred the matter to us and/or your Insurers, 2] you are a private policyholder or a business with a group annual turnover of less than £1,000,000, a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000. Providing you meet these criteria and we have not managed to resolve your complaint within 40 working days of your having made it, you may refer direct to the FOS.

We are members of the Financial Services Compensation Scheme. 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. Further information about compensation scheme arrangements is available at:  
<http://www.fscs.org.uk>

If you wish to claim under your policy, call us during working hours –

9 a.m. to 5 p.m., Monday to Friday on +44(0)1306 740555 and quote your certificate number.

Alternatively, you may e-mail [info@anthonywakefield.com](mailto:info@anthonywakefield.com)

If you breach any of the Warranties, Terms or Conditions of this Insurance, your claim shall be invalidated.

AnthonyWakefield & Co Limited Tel: (0)1306 740555 - Email: [info@anthonywakefield.com](mailto:info@anthonywakefield.com)  
Suite C, South House, 21-37 South Street, Dorking, Surrey RH4 2JZ  
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