



Insurance programme summary

Cult Wines Ltd

TYPE:	All risks of Physical Loss or Damage to Fine Wines & Spirits
ASSURED:	Cult Wines Limited on behalf of their customers from whom they have instructions to Insure.
PERIOD:	From: 15 March 2019 To: 15 March 2020
INTEREST:	Fine Wines/Champagne and Spirits, the property of the Assured or which they have taken responsibility to insure.
SUM INSURED:	GBP 100,000,000 whilst at named locations only
DEDUCTIBLE:	GBP 1,000 each and every loss
NAMED LOCATION:	LCB Melksham, Hangars 1-4, Lancaster Road, Bowerhill, Industrial Estate, Melksham, Wiltshire SN12 6SS
CONDITIONS:	Marsh Fine Wine Policy Wording

COVER

The property described in the Risk Details is insured against physical loss or physical damage (including depreciation of value following loss or damage to Labels) occurring during the period of insurance while at the named location(s) or while in transit within the territorial limits specified in the Risk Details, subject to the following exclusions, basis of settlement and conditions.

PROPERTY COVERED

Wine and spirits and other personal property of any kind and description belonging to the Assured, or to others including but not limited to:

1. Property for which the Assured may be liable or held to be liable or assumes the risk of loss or damage whether or not such property is in the care, custody or control of the Assured.
2. Property held by the Assured in trust, on consignment, on commission, on lease or as collateral.
3. Property of others deposited with the Assured or which the Assured has deposited with others, or entrusted to others including agents and independent contractors while the property is being inspected, handled, photographed, valued or otherwise for any purpose whatsoever.

BASIS OF SETTLEMENT

With respect to property insured hereunder, loss under this Policy shall be determined as follows:

1. The higher of either (a) the amount agreed upon between the Assured and the owner and/or agent or representative of the owner thereof or (b) full replacement value of the Insured Items including duty where this applies. Valuation shall also include all transit charges incurred by the Assured by shipping property to the Assured for sale or otherwise.

Jelf Insurance programme summary

2. In the event of loss occurring in respect of documents of value, the underwriters will only pay for the costs of re-issue. However, the insured will also be indemnified up to the face value of any documents presented to them and honoured in good faith.
3. In no event will the underwriters be liable for more than the applicable limits of liability shown in the Schedule.

EXCLUSIONS

This insurance does not cover:

- A. (i) mysterious disappearance or (ii) loss or shortage discovered while taking inventory
For any amount in excess of GBP100,000 in the annual aggregate
- B. theft or dishonesty committed by or in collusion with any principal shareholder (beneficial or otherwise), partner or director of the insured or any principal shareholder, partner or director of the company to whom the insured property is entrusted or loaned.
- C. loss arising whether directly or indirectly from the insolvency, administration, voluntary arrangements with creditors, bankruptcy or receivership of:
 - i. the insured;
 - ii. the operators of the premises of named location(s);
 - iii. any third party whose property may have become indistinguishable from the insured property.
- D. consequential loss of any kind.
- E. loss or damage caused by or resulting from:
 - i. natural ageing, gradual deterioration, ordinary leakage, ordinary loss of volume, inherent defect, rust or oxidation, moth or vermin unless from an external cause, warping or shrinkage; corkfly damage, normal trade ullage and leakage.
 - ii. any process of manufacture, modification or repair;
 - iii. aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by frost, flood or fire or power outage which has occurred for less than 72 hours.
- F. loss or damage 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.
- G. 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.
- H. (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

Jelf Insurance programme summary

- 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.
- I. any loss, damage, cost or expense whatsoever which arises whether directly or indirectly from any kind of seepage or any kind of pollution and/or contamination.

J. Terrorism

In respect of Property on Premises:

- i. 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.
- ii. 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.

This Exclusion shall not apply to any Loss which results from any actual or attempted burglary, robbery, hold-up larceny, false pretences, theft, fraud or other criminal taking of or criminal obtaining of the Property.

CONDITIONS

Due diligence

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

Transits

The insured must ensure that transit of the insured property is carried out by suitable Hauliers or Shippers.

Notice and proof of loss

The Assured shall report to: every loss first discovered during the period of insurance. Notice of such loss is to be given as soon as reasonably practicable after the loss being first discovered. For the purpose of this Insurance, a loss will be deemed first discovered:

- i. when the Risk Management is aware of the discovery of a loss and in his reasonable opinion such loss is likely to exceed GBP 1,000; or
- ii. when the Risk Management first considers that an event or occurrence has taken place which is likely to give rise to a loss which in his reasonable opinion is likely to exceed GBP1,000.

The Assured shall file all necessary proof of loss to the Insurers as soon as reasonably practicable in respect of any loss discovered and notified to insurers under this Policy.

Subrogation

The underwriters will be entitled to take over and deal with in the insured's name (but at the underwriters' expense) the defence or settlement of any claim and to bring proceedings in the insured's name to recover for the underwriters' benefit the amount of any payment made under this insurance, including their own costs and expenses. The underwriters shall be entitled to exercise all the rights and remedies of the insured who shall give all assistance in his power as the underwriters may require.

Insurance programme summary

Misrepresentation and fraud

If the insured 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.

Governing law and jurisdiction

This insurance is governed by and construed in accordance with the laws of England and the courts of England and Wales have exclusive jurisdiction to adjudicate any dispute.

Automatic Coverage Clause

In consideration of and subject to all of the limits and provisions herein, this Policy is extended to cover newly acquired property, wherever located, commencing when the Assured first acquires an insurable interest in such property.

General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of claims for general average contribution and salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General Average Deposits shall be payable on production of Deposit Receipts.

Constructive Total loss

If any property insured hereunder is lost or damaged so that in the Assured's opinion, such property is so devalued that the Assured considers the property to be a constructive total loss, the Assured, at its option, may pay the owner of the property or his designee, the total amount in accordance with the Policy basis of valuation for which the property was valued by the Assured prior to such loss or damage as per the wording. The property would then be sold privately or publicly at auction in accordance with the salvage clause below, unless the single loss or damage exceeds GBP 1,000 or occurs after the exhaustion of the annual aggregate deductible in which event the Insurers shall have the right to approve the method by which the Assured sells the property and the reserve figure below which the property will not be sold.

Pairs and Sets

In the event any portion of the property insured hereunder is lost, damaged, or destroyed, which affects the value of the remaining portion. Insurers agree to pay at the option of the Assured (1) the insured value of the entire property and Assured agrees to surrender the damaged and sound portions to Insurers; or (2) the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set giving consideration to the importance of said article or articles.

Suits

No suit or action or proceeding against the Insurer for the payment of any loss under this Policy shall be sustainable in any court of law or equity unless the same be commenced after the Assured has filed a proof of loss or Insurers have declined to provide an indemnity in respect of a loss notified under this Policy (whichever date is the later) provided, however, that if by the laws of the Country within which this Policy is issued such limitation is invalid, then any such claims shall be void unless

Insurance programme summary

such action, suit or proceeding be commenced within the limit of time permitted by the laws of such State.

Loss Clause

Payment under this Policy shall not reduce the Insurers' liability for any other loss.

Loss Adjustment

Adjusters to be agreed at time of first discovery of loss are authorised to assess such loss on Insurers' behalf, unless otherwise agreed by the Assured and Insurers.

Sue and Labour

In case of actual or imminent loss or damage it shall be lawful and necessary for the Assured, their factors, servants or assigns to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this Policy; it being understood that costs incurred in employing legal advisors and investigators shall be paid by Insurers nor shall the acts of the Assured or the Insurers in recovering, saving and preserving the property insured hereunder in case of loss or damage be considered a waiver or acceptance of an abandonment; to the charges whereof, the Insurers will contribute according to the rate and quantity of the sum insured.

Salvage

In the event the owner of property which is considered to be a constructive total loss hereunder or which is lost and later recovered, is paid in full for the loss or damage, such property will be considered 'salvage' and shall be sold privately or publicly as instructed by Insurers in the event that the single loss or damage exceeds GBP 1,000. Insurers shall also determine the reserve figure below which the property will not be sold.

The net proceeds of such sale shall first be paid to the Insurers until the Insurers have been reimbursed for the actual amount the Insurers paid for that single loss or damage. Additional monies, if any, are to be split between Insurers and the Assured. In the event the property is recovered, the Assured shall have the right to offer the salvage to the owner upon reimbursement of the amount the owner received for the loss plus any interest charges.

Contributing Insurance

Permission is given for other insurance written to cover such property as insured under this Policy.

Other Insurance

This Policy does not attach to or become insurance against any loss for which the Insurers would otherwise be liable when such loss is insured in whole or in part in the name or for the benefit of the Assured by any other valid and collectible contract of insurance, except for the excess of such loss over the amounts received from other insurance.

Excess Insurance

Providing the existence of such insurance has been made known to Insurers hereon, permission is granted to the Assured to have excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance shall not reduce any liability under this Policy.

This summary is only intended to provide an overview of the cover that we have arranged for you. It is not intended to include or explain all of the policy conditions, limitations and restrictions that affect how the cover operates. Any such terms will be shown in detail in the policy documents, so please make sure you familiarise yourself with the policy wording. If you require any guidance on the policy conditions please contact us.