

Insurance
Bonded Wines
& Spirits

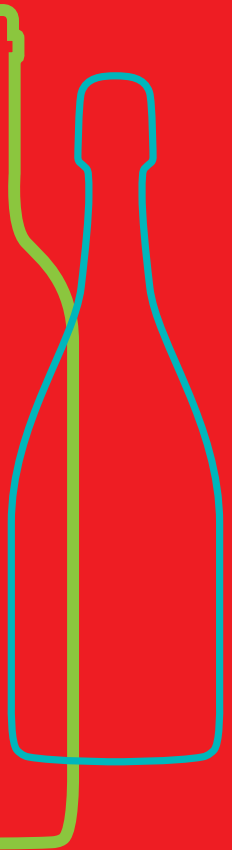
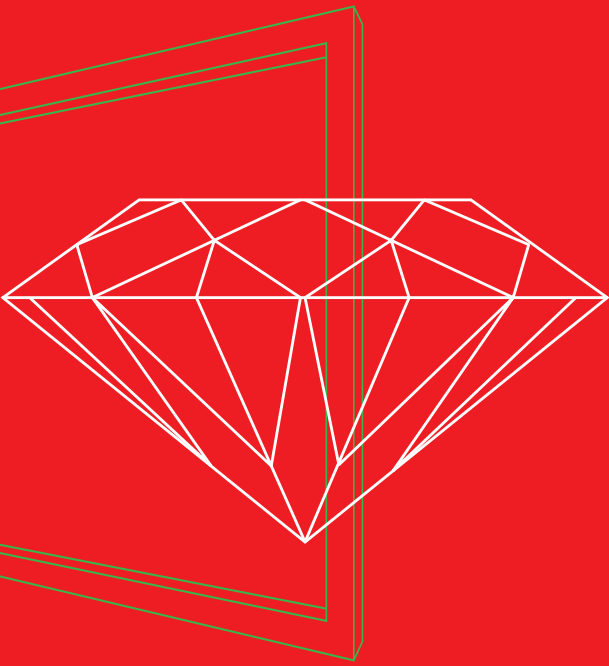


XL CATLIN

Connoisseur
Underwriting

Bonded Wines and/or Spirits Insurance Key Facts Document

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Bonded Wines & Spirits Insurance - Summary Statement

This document provides key information about **your** bonded **Wines and/or Spirits** in store Insurance. It does not contain the full terms, exclusions and conditions. If **you** have any questions or concerns about this insurance in the first instance, please contact Connoisseur Underwriting, South House, South Street, Dorking, RH4 2JZ through whom this insurance was arranged

TYPE OF INSURANCE COVER

The **policy** insures against loss or **damage** to your **Wines and/or Spirits** whilst in storage only at a LCB Warehouse specified by **you** during the **period of insurance**.

INSURER

Catlin Underwriting Agencies Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

Further details can be found on the Financial Services Register at www.fca.org.uk

PERIOD OF INSURANCE

This insurance contract period of cover is offered as a monthly contract and insurance will have ended within a period of one (1) month from the start date of the **period of insurance** and will continue for as long as **you** continue to pay **your** monthly premiums.

SIGNIFICANT FEATURES AND BENEFITS

- (a) **Your Wines and/or Spirits** are insured, in excess of the **deductible** of GBP250 for 'All Risks' of physical loss and **damage** whilst within the LCB Warehouse **you** have declared, provided **you** have paid the premium for the period in which **you** have sustained any loss.
- (b) Any **wines and/or spirits** consigned to **you** can also be covered.
- (c) **We** will also cover any Excise Duty, V.A.T. or any other taxes or duties that H.M.R.C. may impose on **you** after a loss, provided **your** sum insured is sufficient.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

- (a) If **we** and **you** are not able to agree any question of valuation, the dispute will be referred to an independent third party **expert** in the relevant field. If **we** and **you** cannot agree on an expert, then **we** and **you** must each propose a name and then **we** and **you** will be bound by the mid-point between the valuations given by the two (2) experts. It is agreed that there will be no appeal from this valuation.
- (b) **You** may not make multiple applications via the wine2insure.com website for **your** Wines and Spirits at the same bonded warehouse.
- (c) **You** must ensure that the **Wines and/or Spirits** are securely and adequately packed in storage so as to withstand the normal hazards associated with storage. If **you** fail to comply, **we** will have the option to decline any claim.
- (d) **You** and any person acting on **your** behalf must take steps to protect the **Wines and/or Spirits** against physical loss or physical **damage** and to keep it in good condition and repair. If **you** do not, **we** may not have to pay any related claim.
- (e) For **Wines and/or Spirits** consigned by **you** or to **you** for safekeeping, **We** expect that **you** have accepted responsibility within the terms and conditions of this **policy**. **Wines and/or spirits** must not be further consigned without **your** prior authorisation or that of the owner of the **Wines and/or Spirits**.

We will not pay for physical loss and/or **damage** to or from:

- (a) any loss or shortage discovered while taking an inventory;

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- (b) **Wines and/or Spirits** unless entered in **your** records;
- (c) any **wines and/or spirits** outside the location(s) specified in the **schedule**;
- (d) **your** or another party's insolvency, scheme of arrangement or similar arrangement;
- (e) substitution or mysterious disappearance or unexplained loss;
- (f) bankruptcy or any book-keeping failure of any wine storage facility;
- (g) aridity, humidity, exposure to light or extremes of temperature unless such physical loss or physical **damage** is caused by storm, frost or fire;
- (h) **Wines and/or Spirits** which are obtained by any person using any form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable;
- (i) theft unless resulting from threatened or actual forcible or violent entry to or exit from the **insured locations**;
- (j) from theft, fraud or dishonesty committed by **you**;
- (k) restoring, retouching, or any similar process or any reduction in value of any **Wines and/or Spirits** following restoration;
- (l) the escape of water from inside tanks, apparatus or pipes unless the temperature of the water inside the building(s) is maintained to at least 5 degrees Celsius or such equipment is drained and shut off at the mains supply to the building(s);
- (m) natural ageing, gradual deterioration, rust or oxidation, warping or shrinkage, moth, vermin or mould; cork fly **damage**; adulteration (impure and / or unsafe **wines and/or spirits**); deleterious (hazardous), contaminated materials; taint; leakage / evaporation; discolouration; rising damp and rot.

We will also not pay for any:

- (a) fees and expenses incurred by **you** in the preparation of a claim;
- (b) fines or penalties, punitive or exemplary damages of whatsoever nature;
- (c) loss of value of **wines and/or spirits** as a result of loss of or **damage** to labels;
- (d) **indirect loss** of any kind, being any additional claim, physical loss, physical **damage**, cost, expense or other financial liability occurring as a result of but after any insured **event**;

Please refer to **your** Policy wording (Pages 10, 11, 12 & 13) for the full list of the exclusions

CANCELLATION AND COOLING-OFF PERIOD

(a) Statutory Cancellation Rights – Cooling-Off Period

There are no statutory cancellation rights under this **policy**, as all periods of cover will have ended within a period of one (1) month from the start date of the **period of insurance** and will continue for as long as **you** continue to pay **your** monthly premiums.

(b) Your Right to Cancel

You are entitled to cancel this **policy** by notifying **us** through **your** insurance advisor. There will be no refund of the monthly premium. If a claim has been made but not paid, the amount of the claim will be off set against any return premium due until the claim has been adjusted. If the claim is less than the return premium any excess premium will be paid to **you**.

(c) Our Right to Cancel

We are entitled to cancel this **policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the premium; or

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- (ii) a change in risk occurring which means **we** can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details following an accident;

by giving **you** seven (7) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional rate unless **you** have made a claim in which case the full premium is due.

MAKING A CLAIM

If **you** need to make a claim please contact: Connoisseur Underwriting through whom this insurance was arranged. The contact details are as follows:-

Connoisseur Underwriting

South House, South Street,

Dorking, Surrey RH4 2JZ

Tel: +44 (0)1306 740 770

Fax: +44 (0)20 740 555

E-mail: jw@anthonywakefield.com

QUESTIONS & COMPLAINTS

If **you** have any questions or concerns about this insurance or the handling of a claim, please contact Connoisseur Underwriting of South House, South Street, Dorking RH4 2JZ. Telephone 01 306 73 41 06 and speak to John Wakefield (contact **your** insurance advisor named in the **schedule** through whom this insurance was arranged.)

If **you** wish to make a complaint, **you** can also do so at any time by referring the matter to the:

Complaints Manager

Catlin Underwriting Agencies Limited

20 Gracechurch Street

London EC3V 0BG

Tel: +44 (0)845 080 1800

Email: xlcatlinukcomplaints@xcatlin.com

If **you** remain dissatisfied after Catlin have considered their complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "**Your Complaint – How We Can Help**" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints

One Lime Street

London EC3M 7HA

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225;

E-mail: Complaints@Lloyds.com

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If **you** remain dissatisfied after Lloyd's has considered their complaint, or **you** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd's have taken eight (8) weeks overall to consider their complaint, You can refer their complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

From within the United Kingdom

Tel: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

Tel: 0300 1239 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

FINANCIAL SERVICES COMPENSATION SCHEME

Catlin Underwriting Agencies Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet our obligations under this contract of insurance. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

REGULATORY INFORMATION

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

Further details can be found on the Financial Services Register at www.fca.org.uk

Bonded Wines and Spirits
Insurance Policy
from XL Catlin Syndicate 2003
in association with:

Connoisseur
Underwriting

Bespoke, flexible and above all, affordable insurance

South House
21 - 37 South Street
Dorking
Surrey
RH4 2JZ
Tel: 01306 740 555