PATRIMONE
EECKMAN
UNDERWRITING

GENERAL TERMS AND CONDITIONS
PRIVATE COLLECTION
BY EECKMAN

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UNDERWRITING

PREAMBLE

We very much appreciate the trust *you* put in *us* and take seriously *our* responsibility to insure *your* prized *items* seriously.

The insurance contract before *you* is unique in more ways than one: *we* have negotiated its terms with responsible and creditworthy *insurers*. It provides advantages that distinguish it from similar available contracts.

Unless otherwise agreed in *your special terms and conditions*, this contract includes the following advantages and more particularly:

- ✓ Any *accidental material damage* is covered except where explicitly excluded. *You* therefore benefit from an "All Risks Except" policy.
- ✓ The exclusions and *your* obligations are strictly limited.
- ✓ *Breakage* is covered.
- ✓ *Your* new acquisitions are automatically insured, free of charge, until *your* contract's subsequent annual renewal date. However, new acquisitions are not provided with *agreed value* cover until they are included in *your* contract inventory.
- ✓ Individually listed *items* are insured on an *agreed value* basis. *We* also provide *you* with a clear and exact list of *your* insured *items*.
- ✓ The indemnity is acquired without the *deductible* being applied.
- ✓ *Depreciation*, if any, following restoration of a *item* is covered.
- ✓ *Sets* of *items* are considered as a whole.
- ✓ *You* are entitled to regain possession of a stolen *item* that has been recovered.
- ✓ Various additional costs and experts' fees may be covered after an indemnified claim.
- ✓ The indemnity will be paid within a maximum period of 4 days following receipt of the completed and signed release form.

Please carefully read *your* contract's general and *special terms and conditions*.

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1. COVER

Cover is granted from the time the contract is signed, and once *you* have paid the premium.

1.1. For *your items*

Your items are insured against all *material damage* that might occur during the policy period at one of the specified risk addresses, subject to exclusions, on the basis of the rules of indemnity and subject to these general and *your special terms and conditions*.

1.2. For *your jewellery, watches* and furs

Your jewellery, watches and furs are insured against all *material damage* that might occur during the policy period within the specified geographical limits, subject to exclusions, on the basis of the rules of indemnity and subject to the general and *your special terms and conditions*.

1.3. For *your* new acquisitions

From the time that *your* new acquisition becomes *your* property, it is automatically insured, free of charge, up to a maximum of 25% of the total amount of the rating section to which the *item* belongs until *your* contract's subsequent annual renewal date.

We recommend that *you* provide *us* with the list of *your* new acquisitions within 30 days at the latest of *your* contract's annual renewal date.

Should *you*, however, decide to immediately add a new acquisition to *your* insurance inventory, in order to benefit from the *agreed value,* an endorsement will be issued, and a prorata premium will be charged.

1.4. Additional indemnities involving a covered claim

Any necessary and reasonable additional expenses incurred after a covered claim are also included, within the limit of the amounts listed in *your special terms and conditions*, for the purpose of:

- removing damaged *items*, including their disposal or destruction.
- limiting the extent of any *accidental material damage*.
  - ✓ closing down or protecting the premises.
  - ✓ safeguarding, moving the *items* in order to minimise *material damage*.
- recovering lost or destroyed *items*.
- acquiring similar *items* (travel, transport, customs, legal fees).
- immediately visiting the claim's location.
- paying the fees for experts and counter-experts appointed to settle the claim.

Your items remain insured worldwide free of charge if, as a result of a covered claim, they have to be transported to or remain at a different risk address for the purposes of an expert report or restoration.

2. EXCLUSIONS

The *insurers* exclude *material damage*:

2.1. caused by:
   a. wear, gradual deterioration, or normal deterioration resulting from use and time.
   b. variations in hygrometry or temperature, exposure to light or heat, unless these occur *accidentally*.
   c. rust, oxidation, warping and shrinkage, unless these occur *accidentally*.
   d. moths, vermin, insects, and parasites, unless these occur *accidentally*.
   e. any inherent defect in the *item*.

2.2. connected to a mechanical or electronic failure intrinsic to the *item* itself. However, resulting *material damage* remains insured.

2.3. caused by or resulting from:
   a. an *act of terrorism* at an address other than a strictly private address.
   b. nuclear, biological, or chemical contamination (NBC) caused by or resulting from an *act of terrorism*, including poisoning or total or partial inability to use an insured *item*, as a result of the effects of a biological, nuclear or chemical agent.
   c. a change to the structure of the atomic nucleus, radioactivity, the production of ionising radiation.
   d. a strike, riot, public demonstration, military or usurped siege and hostilities.
   e. war and civil war, whether declared or not.
   f. confiscation, nationalisation, requisitioning, destruction or damaging of *items* by or on order of any government or public and/or local authorities.
   g. tidal wave, or volcanic eruption.
   h. direct or indirect use of a computer, an electronic system, or an antivirus program whether or not intended to cause harm to an insured *item*, person or data. It is agreed that this exclusion does not apply to *material damage* covered as a result of theft, even if the theft was committed by means of a computer, an electronic system, a software program, a virus or a computer process or another electronic system with the intent of causing harm solely to the *insured party* and/or to an insured *item*.

2.4. caused by water to *items* left or stored less than 15 cm above ground. However, *material damage* remains insured if it turns out that this measure would not have prevented the *material damage* caused.

2.5. to *jewellery* and/or *watches*, unless said *jewellery* and/or *watches* are:
   - worn by *you* or
   - are stored in hand luggage or handbag that constantly remains in physical contact with you or
   - locked in a sealed safe or affixed to a wall or the floor at one of the risk addresses where *you* reside, in a bank or in the main safe of a hotel.

2.6. any act intentionally caused by the *insured party* and, in compliance with the law, any consequences resulting from a *fraudulent* act attributable to the *insured party*. Any intentional or *fraudulent* act committed by anyone other than the *insured party* remains covered.

2.7. which originated outside the insurance period specified *in your special terms and conditions*.

2.8. loss, injury, liability, costs or any direct or indirect consequence caused by, arising from or connected to a substantiated or potential transmissible disease or the fear or threat of such a transmissible disease, as well as any act performed in order to limit or prevent such a transmissible disease. Transmissible disease is understood to mean any infectious or contagious disease or disorder, of whatever nature or origin, i.e., a disease or disorder that may in any way be directly or indirectly transmitted from one person or animal or other contagious source to another person, animal or other source and that was caused by a virus, bacterium, fungus or mould, a parasite, or any other known or unknown micro-organism or pathogen.

The *insurer* (acting directly or through reinsurance) shall not be deemed to provide cover, pay a claim or assist, to the extent that the provision of such cover, the payment of such a claim or provision of such assistance would expose it to any sanction, prohibition or restriction under United Nations resolutions, laws and regulations enacted by the European Union, or any other state imposing economic or trade sanctions.

3. *YOUR* OBLIGATIONS

3.1. When the policy is taken out

You must declare the details of the risk precisely and fully, without making any false statements. The *insurers* have accepted their obligations on this basis, which is used to calculate the premium. Every omission, intentional inaccuracy or *fraud* in the declarations will lead to the contract being declared null and void.

3.2. From the effective date of cover

You undertake to:

- Notify *us* of any pertinent and lasting change in the risk that *you* have declared to *us*. The *insurers* reserve the right to adjust or cancel the policy, after the risk is modified.
- Take every reasonable measure to ensure the protection of the *items* and to maintain them in good condition.
- If *you* have means of protection as indicated in *your special terms and conditions*
  - ✓ Keep such resources in good working order. Otherwise:
    1. Notify the installer as quickly as possible so that repairs can be carried out.
    2. Notify *us* in the event that the repair work cannot be carried out within 24 hours.
    3. Take all necessary safety measures in good faith during the entire period of the system's failure.
  - ✓ Do not alter them without *our* prior approval.
  - ✓ in the event of a failure or breakdown, take every measure necessary for the installation to be repaired and notify *us* thereof as soon as possible.

3.3. In the event of a claim

Under penalty of forfeiture of the cover, *you* undertake to:

- Immediately take all reasonable and necessary measures (at the expense of the *insurers* if the claim is covered) to:
  - ✓ Limit the extent of the claim.
  - ✓ Safeguard the *items*.
  - ✓ Maintain the possibility of recourse.
  - ✓ Allow the damage to be recorded.
- Send *us* a claim declaration within 24 hours of the discovery of the facts.
- In the event of loss, theft, disappearance or suspected malicious intent, file a complaint with the police and send *us* the reference number and copy of the police record.
- Send *us* an estimate for restoration.
- Provide *us with your* full cooperation in initiating the appropriate legal proceedings or undertake any appeal to which the *insurers* would be entitled.
- Provide all useful information and proof that could reasonably be requested.

4. *INSURERS'* OBLIGATIONS

4.1. Procedure for declaring a claim

In the event of a claim, *we* will do our utmost to ensure *your* full satisfaction. Please report any claim to:

- *your* broker whose contact details are listed in *your special terms and conditions*.
- otherwise, to *us* at the following e-mail address: claims@eeckman-underwriting.com.

If *you* feel that *your* claim has not been dealt with properly and has not been indemnified equitably, *you* are also entitled to contact other bodies – such as *insurers*, the ombudsman or the regulatory authority. For *your* convenience their contact details are included on *our* website at www.eeckman-underwriting.com.

The *insurers* undertake to indemnify the *insured party* within a maximum period of 4 days following receipt of the release form completed and signed by the *insured party* and, as the case may be, the restitution of the *items* for which the *insured party* was indemnified.

4.2. Compensation terms for a claim

For individually listed *items*, the *insurers* indemnify at their discretion:

- Either the cost of repairs to the *items*, including possible *depreciation* observed after restoration, without, however, exceeding the *agreed value.*
- Or the *agreed value*.

For *items* not listed individually, the *insurers* indemnify on the basis of the purchase value of an equivalent *item* immediately before the claim, without exceeding the overall sum insured per rating section of *item* and the maximum sum insured per *item* described in *your special terms and conditions*. This value is agreed by mutual consent or, failing that, by a jointly appointed expert.

The certificate linked to a conceptual *item* is considered as forming part of the *item*.

In the event of total loss involving *jewellery* and/or *watches*, the *insurers* reserve the right to replace them.

4.3. *Sets* of *items*

In the event of *material damage* to one or more elements forming a *item*, the *insured party* may require compensation for the whole *set*, without exceeding the insured value of the whole *set*.

4.4. *Deductible*

If *you* have chosen to include a *deductible*, this will be deducted from the total compensation.

4.5. Ownership of an indemnified *item*

The *insurers* will become the owners of the *item* that they have fully indemnified in accordance with the procedure laid down in Article 4.2.

4.6. Recovery of a lost or stolen *item*

If an *item* is recovered after a claim, *we* will inform *you* in writing as soon as possible, to *your* last address provided to *us*.

In the event that *you*, the *insured party* or the beneficiary of the indemnity recover the indemnified *items*, *you*, the *insured party* or the beneficiary of the indemnity are to inform *us* in writing as soon as possible.

In both these cases, the *insured party* may buy back the *item* indemnified by the *insurer*s within 90 days of receipt of the letter informing the *insured party* that the *items* have been recovered. The *insurers* will claim the indemnified amount, plus interest at legal rates.

4.7. Exchange rate

Calculation of the premium is based on the reference currency listed in your *special terms and conditions*. All of the values will be converted into the reference currency. In the event of compensation, payment will be made in the original currency.

5. GENERAL PROVISIONS

The *insurers* will intervene only on the condition that *you* have fulfilled the obligations resulting from this contract.

For instance, if the prevention or maintenance measures imposed by this contract have not been respected, **the *insurers* reserve the right to refuse to pay any compensation to the *insured party* if such failure impacts the cause or the severity of the claim**.

5.1. Contract terms and conditions and payment of the premium

The contract is initially signed for the policy period referenced in *your special terms and conditions*. At the end of this period, the contract will or will not be renewed in accordance with the procedures mentioned in *your special terms and conditions*.

You have the obligation to settle the premium *we* ask of *you* within 30 days of the inception date, or the renewal date of *your* contract, if any.

Non-payment of the premium will have serious consequences. It will in fact result in the suspension of *your* cover or the cancellation of *your* contract in accordance with legal provisions.

5.2. Termination and renewal

In the event of tacit renewal of the contract, each party has the right to terminate the contract by giving at least 3 months' notice before the annual renewal date.

Any termination must be notified by registered letter sent to the last address communicated by *you* or by *us*.

The contract may be terminated in the event of a claim, either by *you* or by *us*, within 30 days following the payment of a claim or the refusal to pay a claim. In this case, the fraction of the annual premium corresponding to the period when the risk was not covered will be reimbursed to *you*.

If *your* contract is renewed, *you* explicitly authorise *us* to accept, in *your* name and on *your* behalf, the replacement of an *insurer* by one or more other *insurer(s)* upon the annual renewal of the present contract. This possible change will be mentioned in *your* annual premium invoice.

5.3. Subrogation

The *insurers* are subrogated in the rights of the *insured* up to the amount of the indemnity they have paid the *insured*. The *insurers* undertake not to infringe on the right of the *insured* to claim their part of the damage that has not been compensated.

5.4. Coinsurance

The obligations of any *coinsurers* under this contract are several and not joint with other *insurers* party to this contract. An *insurer* is liable only for the proportion of liability it has individually underwritten. *Coinsurers* are not liable for other *coinsurers* who, for any reason whatsoever, do not fulfil some or all of their obligations. In the event of a claim, the *coinsurer* with the greatest share shall be considered the leading *insurer* and shall coordinate management of the entire claim on behalf of all the *coinsurers*.

5.5. Applicable taxes and fees

We are responsible for collecting, on behalf of the *insurers*, the legal taxes relating to the contract. *You* authorise *us* to increase the premium by any administrative fees.

5.6. Jurisdiction and applicable law

The relevant courts and laws are those referenced in *your special terms and conditions*.
The fact that a court might rule one of the clauses of the contract as not applicable will not affect the validity of the remaining clauses.

5.7. In the event of a difference of opinion

We shall make every effort to fully satisfy *you* in the execution of the terms and conditions of this contract. If, however, *you* should not agree with the application of this contract, *you* can refer to:

- *your* broker, as named in *your special terms and conditions*.
- *us*, at the following e-mail address: compliance@eeckman-underwriting.com.

If *your* complaint has not resulted in a satisfactory response within 30 days, *you* are entitled to contact other bodies - such as *insurers*, the ombudsman or the regulatory authority. Their contact details are provided for *your* convenience on *our* website at www.eeckman-underwriting.com.

5.8. Use of *your* personal data

In the course of our provision of services, we have to collect and process personal data about you.

We usually only process data that are strictly necessary for the conclusion and administration of the contracts that *you* wish to conclude.

Our office may also use *your* e-mail address to provide *you* with commercial information or to keep *you* informed of *our* activities through *our* newsletter. If *you* do not wish to receive commercial information from *our* office, *you* can object to its delivery at any time by sending a simple e-mail to data-protection@eeckman-underwriting.com, or by clicking on the "unsubscribe" link provided for that purpose at the bottom of the newsletter or relevant e-mail.

Besides the identification details that *you* provide *us* with by completing the insurance proposal form or during any other subsequent contacts with the *insurer*, *we* collect various personal data about *you* depending on the type of contract *you* wish to take out and the nature and size of the risk being insured.

The data that *we* process about *you* are the data *you* provide to *us* when taking out the contract. These data may be supplemented by and may overlap with the data provided to *us* by the health professionals who are asked to check *your* medical history, or the experts instructed by the *insurer* to assess the risk being insured or to prevent *fraud*. *Our* company only shares *your* data with the *insurer* who provides the policy *you* have taken out through *us* and to the other parties involved in the contractual process (experts and/or subcontractors). All other disclosures to third parties are subject to *your* express prior consent.

We retain *your* data during the term of the contract and for an additional period of 10 years after expiry of the contract, for purposes of archiving and financial administration, or to allow *us* to claim *our* rights in court where applicable, in the context of any objections by *you* or by a third party involving *your* contract.

Our company has taken appropriate technical and organisational steps under the supervision of *our* Data Protection Officer to ensure that *your* data are processed fully securely. In particular *we* ensure that within *our* organisation, access to *your* data is accessible solely to the people responsible for following up *your* contracts.

Our company is the primary data controller for *your* data. Should *you* have any questions about *our* confidentiality policy or wish to exercise one of *your* rights under the legislation on the processing of personal data, please send *your* request by post to *our* address or by e-mail to data-protection@eeckman-

underwriting.com. Should *you* feel that *we* have not duly taken *your* rights into account, *you* may also inform the Data Protection Authority.

In *your* capacity as a data subject of the processing carried out by *our* company, *you* have the right to obtain all the relevant information from *us* on the data involving *you* that *we* process and also on the purpose of this data processing. Where applicable, *you* also have the right to amend *your* data if they are incorrect or to have *your* data deleted if they are no longer necessary for the purposes for which they were collected or processed. Other than in exceptional circumstances, requests for access, amendment, deletion or objection will be handled within one month of the request being received.

The *insurer* is considered to be a joint data controller for the processing of personal data involving *you*. For more detailed information about how the *insurer* uses *your* data, and to find out about *your* rights in relation to *your* data, please go to *our* website at www.eeckman-underwriting.com.

6. GLOSSARY

Accidental	:	Sudden, involuntary, and unpredictable.
Act of terrorism	:	A secretly planned action or threat of action for ideological, political, ethnic or religious purposes, executed either individually or in a group, attacking persons or partially or totally destroying the economic value of a tangible or intangible *item* with the aim of intimidating the public, of creating a climate of insecurity or putting pressure on the authorities, or of impeding the normal operation and functioning of either a company or a service.
Agreed value	:	The value per *item* agreed by mutual consent and included in the list of insured *items*. Except in the event of *fraud*, the *insurers* undertake never to challenge this value.
Deductible	:	Amount of damage to be paid by *you*.
Depreciation	:	Loss of the economic value of an *item* after restoration.
Fraud, fraudulent	:	Any behaviour intended to deliberately mislead or harm.
Insured party/parties	:	The natural person(s) or legal entity(ies) named in *your special terms and conditions* and in absence thereof, the holder(s) of the property right or usufruct over the insured *items*. For legal entities, this is understood to mean all their legal representatives.
Insurer(s)	:	The insurance company(ies) referenced in *your special terms and conditions*.
Item(s)	:	Any property of insured value, whether artistic or artisanal in nature, whether or not detailed in the inventory in *your special terms and conditions*, including *jewellery* and *watches*. Frames, pedestals and protective glass form part of *your* items. ***Jewellery, watches*, unmounted precious and semi-precious stones, solid silver, solid gold, platinum or silver-gilt not listed individually in the policy are excluded.**
Jewellery and watches	:	*Item(s)* intended for adornment, valuable by virtue of the materials of which they are made or by the artistic qualities of their workmanship.
Material damage	:	Any material loss, disappearance, theft or deterioration of an *item* resulting from a single *accidental event*.
Set	:	A series of *items* that artistically form a whole.
Special terms and Conditions	:	Provisions customising these general terms and conditions to *your* specific circumstances. They shall prevail over these general terms and conditions.
You, your	:	The policyholder, natural person or legal entity designated in *your special terms and conditions*, who signs the insurance contract, pays the premium and makes the statements.
We, us, our	:	EECKMAN SERVICES SRL Avenue Louise, 290 BE-1050 Bruxelles N° FSMA : 48060 - NN° 0740573125 e-mail: contact@eeckman-underwriting.com acting as authorised representative for the *insurers*.