# ARTA Integrated Insurance Policy

#### General

ARTA Insurance is an "All Risk" policy for objects handled and transported with ARTA.

ARTA insurance covers the total value of the object and shipping charges.

The total value of the object is provided by the Client to match the invoiced value of the goods.

The invoiced value can include additional charges required at purchase related to the object, such as buyer's premium and sales tax. The value should include frames, mounts, pedestals.

ARTA Insurance does not include coverage for duties and taxes paid to customs.

Costs related to the claim, including transportation to or from an appraiser, restorer or disposal company are covered by ARTA Insurance.

The object(s) and shipment value must reflect the true cost paid for the objects. Insured value will be the value declared to customs.

"All risk" covers restoration for conditions acquired in transit, not just claims for total loss.

Loss or non-delivery are considered total loss. Conditions that cannot be restored or repaired will be considered for total loss.

Conditions include but are not limited to; scratches, indentations, punctures, tears, pigment loss, water stains, cracks, shattered materials and will be compared to condition documentation performed at collection. ARTA Condition Checks and ARTA Condition Reports described in **Conditioning**.

"Handling" includes on site services including, but not limited to de-installation, packaging and conditioning at collection and conditioning, unpacking and installation at delivery.

"Transportation" includes handling items during collection, in transit, at carrier facilities while being packaged or cross-docked, and during handling at delivery. Delivery occurs at the threshold denoted by the transport service booked, ranging from curbside to door, ground level or room of choice.

### **Conditions of ARTA Insurance**

Insurance must be booked prior to collection. Insurance cannot be added to a shipment after release.

The current rate for insurance provided via API integration is 1% of the total shipment value with a \$5.00 minimum.

If ARTA Insurance is declined, ARTA's liability for loss/damage to objects during any contracted services is limited as described in Terms and Standards as a maximum of \$50 per shipment or \$0.60 per pound.

Certificates of insurance are not provided automatically. ARTA can provide one upon request, which can take 1 - 2 business days to produce.

ARTA Insurance does not cover perceived suboptimal service. ARTA Insurance does cover willful or negligent handling that results in damage.

Damage to a client's property while on site is not covered by ARTA Insurance. Property claims are handled on a case by case basis.

# **Coverage Specifics**

Artwork frames, cases, mounts, pedestals or other display materials are covered for restoration only. This excludes filing for total loss.

For objects with multiple objects or sets/components restoration costs are evaluated per piece.

If claiming for total loss and the object value is dependent on the entire set (ie. a diptych, a set of sculptures), components or pieces will need to be surrendered to ARTA.

ARTA Insurance does not cover objects not released from the origin location as "non-delivery".

# **Pre-existing Conditions**

ARTA Insurance does not cover pre-existing conditions omitted from object descriptions or objects delivered not as described.

ARTA Insurance covers restoration to the condition of the object at collection. Excluded pre-existing conditions are evaluated by ARTA from existing documents and images taken by the seller, shipper or other involved party prior to or at collection.

ARTA can decline insurance at collection if the object is damaged or unstable and is likely to worsen in transit.

"Unstable" objects are material or structural conditions that prevent the object from being moved without deterioration. This includes but is not limited to loose joints, cracked or flaking pigments, poorly hinged prints and other issues of structural integrity.

All "unstable" and damaged objects will be inspected at collection and documentation will be immediately provided to the Client. ARTA will include options for next steps. Shipments will be held pending approval or cancellation.

# **Notable Exceptions**

ARTA Insurance does not cover costs resulting from Client-initiated delayed or held shipments. This includes transit, storage and handling fees resulting from delinquent payment to customs authorities.

ARTA Insurance does not cover requested modifications to the framing, mounting or folding of an artwork. This includes but is not limited to, removing items from frames, folding stretchers and re-hinging works.

ARTA Insurance does not cover hinged artworks that slip in transit.

ARTA Insurance does not cover loss or damage caused by or resulting from:

- Natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage.
- Directly or indirectly by acts of conflict and natural disasters; force majeure.
- By or resulting from confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Loss or damage that occurs while on site at a convention center or fairground when not in possession of ARTA contracted carriers.

### **Packaging**

ARTA Insurance requires ARTA recommended minimum packing requirements for transit.

"Packing requirements" are based on the object type, materials, fragility, size, weight and value of each object.

ARTA will require images of any Current Packing and assess if Current Packing provided by the Client is sufficient and will include for additional packing as required in the shipping rate.

If a Client requires packaging that does not meet ARTA requirements, ARTA can provide a Hold Harmless that excludes packing related conditions from coverage. This is subject to review and not universally available.

If Current Packaging is not as described or unstable for any reason ARTA will package the object with our recommended packaging type. Additional charges may apply.

ARTA accepts alternative but equal existing packaging. Packaging is designated into tiers based on safety. (ie.If ARTA recommends poly and cardboard, and the object is packed in paper and cardboard we consider this equal.)

ARTA prioritizes the safety of the object over consolidated packaging. If objects require the same packaging, ARTA will consolidate items when safe to pack together in any given packaging type.

If original packaging materials are not reusable after an inspection ARTA will package the object with our recommended packaging type. Additional charges may apply.

### Conditioning

All objects, insured or not, are subject to inspection during transit, which may require unpacking and repacking. The inspection may be performed at the origin location or at a facility with ample clean space and materials for repacking.

If an inspection is required it will be indicated on ARTA or the delivery paperwork.

See Packaging for notes on repacking and reusing existing materials.

"Ample clean space" is a flat table or floor space large enough for the object and two technicians to walk around it without moving furniture or other household goods.

Inspections can either be Condition Checks or Condition Reports, depending on value, object type and media - or upon client request. Both options result in a written document.

Condition Checks will record visible conditions of the object, Condition Reports summarize the condition of the object with or without any visible conditions.

ARTA Condition Checks include:

- Handwritten notes of significant conditions, visible while handling the object.
- 2 3 images of the object.
- Notes may be on the Bill of Lading or a separate document signed by the handler on site.

ARTA Condition Reports include:

- Description of condition of object, with or without conditions, including a detailed inspection for conditions such as blemishes, discoloration or scratches.
- 5 10 images of the object.
- Description and images with annotations are typically shared as a PDF.

# **Lost Shipments**

ARTA Insurance covers shipments in the case of loss or non-delivery.

Recipient contacts that refuse or cannot be reached for delivery do not qualify for a "lost shipment" claim.

ARTA will investigate shipments that are not delivered prior to resolving a claim. Shipments that are located and delivered are not covered by ARTA Insurance.

Clients are responsible for basic investigation efforts including but not limited to; surveying the delivery property, speaking with facility staff, and confirming with other individuals on site.

ARTA can request proof of these efforts as part of our investigation. "Basic" efforts are limited to the delivery location, on-site staff of the property/facility and the recipient.

If an object that was not purchased is delivered to the buyer, it is not considered a "lost shipment".

#### Claims

Claims must be submitted within seven days of delivery. Loss or non-delivery needs to be reported within seven days of scheduled delivery.

ARTA Insurance will require photographs, documentation and potentially a site visit to evaluate the condition of the object.

ARTA will schedule all visits and collections of the damage object(s) with the recipient.

Objects must remain in possession of the recipient at the delivery location until the claim is resolved or the object(s) is collected by ARTA or our affiliates for repair, appraisal or disposal. The objects should not be moved unnecessarily from or within the location.