



Changes to your Masonic Buildings and Liabilities Cover Wording

Following discussions with the Mutual's supporting insurers, Ecclesiastical Insurance Office Plc, some changes have been made to the Cover Wording to update, improve and/or clarify cover. These are set out below. The changes need to be read with the Cover Wording which is available on our website:

<https://www.masonicmutual.com/members-area>

The new Cover Wording will apply to all renewals and new business from **1st July 2025**. If you have any questions about the changes, please call us on 01253 739789 or email us at info@themasonicmutual.com

Fine Art and Collections

The following conditions are added to Your Cover Wording:

Fine Art & Collections

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below

Other defined words can be found in the 'Policy definitions'

Act of Terrorism

1. In respect of England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)
means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM government in the United Kingdom or any other government de jure or de facto

All other instances

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Agreed Value

means the value agreed by **You** and **Us** for the purpose of this cover

No representation is made by **Us** that those values represent the Market Value or any other basis of value

Art

means

1. anything that could be bought or sold at a reputable auction house including but not limited to paintings works on paper prints rare books manuscripts exhibits tapestries rugs antique guns musical instruments furniture sculpture architectural features ceramics gold silver and gold and silver plated items collectibles including glass clocks barometers coins stamps medals antiques and wine

2. items intended to be worn on the person comprising of jewellery watches gemstones pearls regalia items of gold or silver or other precious or semi-precious metal

belonging to **You** or for which **You** are legally responsible or which are entrusted to **You**

Depreciation

means the reduction in value of an item caused directly by Damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the Damage

Market Value

means the price a willing buyer would pay to a willing seller with good title immediately prior to the loss taking into account the state of the market for goods of that type and condition

Cover

We may indemnify **You** following Damage to Art within the geographical area as detailed in the schedule by any cause not specifically excluded occurring during the Period of Insurance whilst

1. at the Premises or
2. away from the Premises for any one temporary period not exceeding 90 days and in transit to and from such locations

Provided that for Art in transit **You** comply with the transit condition

Exclusions

The cover provided by this section excludes

1 Fraud or dishonesty

Damage or expense caused by or resulting from theft fraud or dishonesty committed by any of **Your** officials trustees employees Authorised Volunteers or directors or anyone to whom **Your** Art is consigned or otherwise directly or indirectly entrusted or loaned

2 Items in the open

items kept in the open grounds of the **Premises** unless specified in the schedule or specifically declared to **Us** and agreed by **Us** in writing

3 Unoccupied

Damage to the **property** covered whilst in any **building** which is **Unoccupied**

4 Disappearance

mysterious disappearance or unexplained loss

5 Gradual causes

Damage or expense caused by or resulting from wear and tear faulty or defective design or materials faulty or defective workmanship by **You** or any of **Your** employees natural ageing gradual deterioration inherent vice latent defect rust or oxidation Vermin warping or shrinkage evaporation mould fungus mildew corrosion the intrinsic nature of the subject matter covered or any gradually operating causes But this will not exclude subsequent damage which itself results from a cause not otherwise excluded

6 Changes in environment

aridity humidity exposure to light or extremes of temperature unless such Damage is caused by storm frost or fire or another sudden unforeseen event

7 Processing

any process of alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing

8 Misuse

Damage or expense caused by or resulting from misuse of any property covered under this section

9 Water table level

Damage attributable solely to change in the water table level

10 Specifically insured

property more specifically covered

11 Terrorism

any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of 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

This cover also excludes loss damage cost or expense of whatsoever nature directly or indirectly 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

If **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this Cover Wording the burden of proving the contrary shall be upon **You**

12 Date recognition

any claim directly or indirectly arising from the failure or possible failure of any Computer

- a. to correctly recognise any date as its true calendar date
- b. to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- c. to save or correctly process any data on or after any date

but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Restricted Peril or Theft

For the purposes of this exclusion Theft means theft or attempted theft involving entry to or exit from the **buildings** of the **Premises** by forcible and violent means or following actual or threatened assault or violence

13 Pollution or contamination

all loss damage liability cost or expense of whatsoever nature directly or indirectly caused by consisting of occasioned by in connection with contributed to by resulting from arising out of or related to pollution or contamination regardless of any other cause or event contributing concurrently or in any other sequence of the loss

But this shall not exclude Damage

- a. to the property insured caused by pollution or contamination which itself results from a Restricted Peril or Theft or Escape of Oil
- b. to the property insured caused by a Restricted Peril or Theft or Escape of Oil which itself results from pollution or contamination

For the purposes of this exclusion Theft means theft or attempted theft involving entry to or exit from the buildings of the Premises by forcible and violent means or following actual or threatened assault or violence

14 Infectious or communicable disease

loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- a. any Infectious or Communicable Disease including but not limited to
 - i. the fear of a threat (whether actual or perceived) from an Infectious or Communicable Disease
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an Infectious or Communicable Disease

but this shall not exclude direct physical loss or physical damage to insured property at the **Premises** occurring during the Period of Insurance resulting directly or indirectly from or caused by a peril

otherwise insured by this policy

b. any action taken or failure to take action to prevent control or respond to any Infectious or Communicable Disease

Provided that

1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
2. in the event of any conflict between this exclusion and any other provision of this Cover Wording this exclusion shall always apply and take precedence over any such other provision
3. where **We** apply this exclusion the burden of proving the contrary rests with the **Member**

15 Cyber

any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

- a. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a Computer System or any unauthorised access to or modification of Data

Notwithstanding the provisions of this sub-paragraph a. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including Data) and any Time Element Loss directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise covered by this Cover Wording

- i. Fire lightning or explosion
 - ii. Impact by aircraft or vehicle or animal or falling objects
 - iii. Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
 - iv. Escape of water or oil
 - v. Riot or civil commotion
 - vi. Subsidence heave or landslip
 - vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
 - viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
 - ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage
- b. any loss of use reduction in functionality repair replacement restoration or reproduction of any Data including any amount pertaining to the value of such Data
Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a Computer System insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of Data stored on that hardware or the data storage device then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data under this Cover shall be limited to the cost of reproducing Data provided that such costs are otherwise indemnifiable under this Cover Wording
Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such Data but shall not include the value of the Data whether to the Member or any other party even if such Data cannot be recreated gathered or assembled
- c. any
 - i. unauthorised appropriation of Data
 - ii. unauthorised transmission of Data to any Third Party
 - iii. misrepresentation or use or mis-use of Data
 - iv. operator error in respect of Data

- d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above
- e. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs a. – d. above

16 Territorial exclusion

Notwithstanding anything to the contrary in this Cover Wording any loss damage liability cost or expense of whatsoever nature directly or indirectly arising from or in respect of any

- a. entity domiciled resident located incorporated registered or established in an Excluded Territory
- b. property or asset located in an Excluded Territory
- c. individual that is resident in or located in an Excluded Territory
- d. claim action suit or enforcement proceeding brought or maintained in an Excluded Territory or
- e. payment in an Excluded Territory

This exclusion will not apply to any coverage or benefit required to be provided by **Us** by law or regulation applicable to **Us** however the terms of any sanctions clause will prevail

Limit of Liability

Our liability in the Period of Insurance will not exceed

- 1. a. the sum insured for each item shown in the schedule or
- b. the limit shown in the schedule for items away from the **Premises** or
- c. any other limit of liability in this section
- 2. in total the total sum covered for all items

Irrespective of the number of covered parties **Our** total liability to all the covered parties will not exceed that stated in 1. and 2.

Any payment or payments by **Us** to any one or more covered party will reduce the extent of **Our** liability to all parties by the amount of such payment

All payments made by **Us** under this section will erode **Our** liability as stated in 1. and 2. unless otherwise agreed by **Us** in writing

Limit for Art away from the Premises

The most **We** will pay for Art whilst away from the **Premises** for any one temporary period not exceeding 90 days and in transit to and from such locations

- 1. for part 1 of the definition for Art is £5,000,000 or the sum insured whichever is the less any one removal
- 2. for part 2 of the definition for Art is £30,000 any one removal

Basis of settlement

1 Basis of settlement

- a. The basis of valuation for settlement of any total loss covered will be
 - i. for Art individually listed the Agreed Value shown in the schedule
 - ii. for Art not individually listed in the schedule the Market Value immediately prior to the loss up to £30,000 for any one item pair or set
 - iii. for Art loaned to You We will pay the value specified in the Loan Agreement
- b. In the event of partial Damage to any Art We will pay the cost of restoration or repair plus any resulting Depreciation but not exceeding the full insured value of the Art valued as in 1. a. above as applicable

For part 2. of the definition of Art **We** will not pay more than 10% of the sum insured for Art or £500,000 whichever is the lower in the Cover Period unless otherwise stated in the schedule

2 Pairs and sets

Following Damage to any item which has an increased value because it forms part of a pair or set the amount **We** may pay will take into account the loss in overall value

3 Recovered property

Following payment of the full amount covered for any Art title passes legally to **Us**

However if **We** recover any of **Your property** after **We** have paid a claim **We** will contact **You** and **You** can buy it back from **Us** within 60 days

We will charge

- a. the amount **We** paid for **Your** claim plus any recovery cost and expenses or
- b. the Market Value of the item at the time **We** recover it whichever is the less

Extensions

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

All claims are subject to the appropriate Excess

The cover provided by this section is extended to include the following

1 New acquisitions

The limit provided by this extension is in addition to the sums insured shown in the schedule

New acquisitions of Art acquired during the Cover Period provided that **You** notify **Us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by writing to **You** within 14 days of receiving **Your** notification and giving **You** 7 days' notice

Limit

30% of the sum insured for Art or £250,000 whichever is the lower any one claim

2 Defective title

We will indemnify **You** for claims made against **You** during the Period of Insurance arising from **Your** purchase of Art for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **You** were not aware and could not have been aware after making reasonable enquiry provided that the purchase was made after the date **You** first covered Art with **Us** under this section

Cover is provided as follows

- a. If **You** are required to relinquish possession of Art to another party **We** will pay the amount that **You** paid to purchase the Art
- b. If **You** are required to pay damages to another party **We** will pay the amount of those damages up to the Market Value of the item at the time of payment
- c. For **Your** legal costs incurred in defence of claims arising under a. and b. providing **You** do not commence any litigation or other legal process without **Our** consent and **You** inform **Us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** consent

3 Restoration and framing contingent cover

If a professional conservator restorer or framer causes Damage to an item covered whilst working upon it **We** may pay the reasonable cost of repair and Depreciation directly caused by such Damage Provided that

- a. **You** use a professional conservator restorer or framer who has Public Liability and Professional Indemnity insurance in force which
 - i. provide cover for the work to be carried out
 - ii. provide a limit of indemnity no less than £1,000,000
- b. **We** will only be liable for the cost of repair and Depreciation in excess of the amount payable by the professional conservator restorer or framers' own insurances

The 'Processing' exclusion does not apply to this extension

Limit

The most **We** may pay is the sum insured for each item or £1,000,000 whichever is the less

and £1,000,000 in total in the Cover Period.

4 Work in progress

The limit provided by this extension is in addition to the sums covered shown in the schedule
We may indemnify **You** for **Your** irrecoverable expenses in respect of Art whilst away from the **Premises** which has been commissioned by **You** but which has not been completed due to

a. the death of the person commissioned by **You** or

b. Damage by any cause not otherwise excluded

Provided that

i. the Art is not otherwise insured and

ii. the expenses cannot be recovered elsewhere

Limit

The most **We** may pay is £50,000 in total in the Cover Period.

5 Emergency evacuation

The reasonable cost with **Our** prior consent of moving **Your** Art to and from and keeping them in secure storage if

a. **Your Premises** become **unoccupied** due to sudden Damage to Your Premises or

b. a statutory or regulatory body prohibits occupation or use of **Your Premises**

Limit

The most **We** will pay is £50,000 in total for any one event causing an evacuation

6 Uneconomic costs of restoration

The limit provided by this extension is in addition to the sums covered shown in the schedule

We may indemnify **You** for the costs of restoration following partial Damage to an item of Art where such costs exceed the sum covered of the item

This extension does not apply where the Basis of settlement is 'Repair and restoration'

Limit

£100,000 in total in the Period of Insurance

7 Extended replacement cost

The limit provided by this extension is in addition to the sums covered shown in the schedule

If at the time of Damage

a. **You** hold a professional valuation which is less than three years old and includes the item of Art and

b. the sum insured for the item of Art reflects this valuation

We may pay **You** the value of the item of Art at the time of the Damage even if this is more than the value shown in the professional valuation

This extension does not apply where the Basis of settlement is 'Repair and restoration'

Limit

30% of the sum insured for each item of Art and £250,000 in total in the Period of Insurance

Conditions

1 Art – Loaned items

a. For the purpose of this Cover Wording the values of any Art loaned to **You** should be agreed between **You** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph (b) below

Anything first loaned to **You** after the inception of this cover with no Loan Agreement may not be covered under this Cover Wording unless specifically agreed by **Us** in writing

b. Loan Agreements must incorporate the following

i. the name of the owner

ii. a statement specifying which party will be responsible for any loss or damage and when risk transfers

- iii. a description of each item of Art loaned
- iv. the stated loan value of each item of Art but We may not pay more than the Market Value of the item

2 Consignment of art

Items of Art loaned to **You** must not be given to any third party without the written approval of the owner of the Art

If there is a breach of this condition **We** may not pay any claim arising whilst the Art is out of **Your** possession (with the exception of specialist transporters art handler's conservators framers and specialist photographers)

3 Transit

If **You** fail to comply with the following condition or any part of it **We** will not cover any loss or Damage that arises unless **You** can prove that the non-compliance did not cause or contribute to the loss

It is a condition precedent to **Our** liability that when property covered is being transported

a. all items must be packed securely and adequately (given the nature of the item and how it is being transported)

b. and the combined value of all items is less than £10,000 the following will apply for unattended vehicles

i. The vehicle must be locked at all points of access and alarmed

ii. The property covered must be out of sight in a locked compartment or locked boot within the vehicle

c. and the combined value of all items exceeds £10,000 the following will apply

i. For transits by air the property insured must

1. be transported by **You** or **Your** employee as hand luggage and at all times be kept in sight or

2. be transported as air cargo with enhanced security control by the airline

ii. For transits by road the property insured must either

1. be transported by **You** or **Your** employee in a vehicle under the control of **You** or **Your** employee kept out of sight at all times and all entry points of the vehicle must be locked

We will not cover the property insured in unattended vehicles

or

2. be transported by a professional Fine Art carrier

For any other transit not detailed above **You** must inform **Us** in advance and **We** must agree in writing to the security in place during transit

4. Salvage

Following payment of the full amount insured for any Art ownership passes legally to **Us**

Any Art that is the subject of a claim must be retained unless otherwise agreed by **Us** in writing (this replaces the 30 day period stated in the Policy condition 'Claims duties – Your duties')