Defective Title, Restitution and Repatriation Clause - Defence Costs Only

1 This policy is extended to cover the Insured against claims first made against them and reported to the Insurers during the period of insurance which arise from:

1.1 a dispute involving the title of any work of art insured by this policy;

1.2 a demand for restitution or repatriation involving any work of art insured by this policy.

2 The Insurers will pay:

2.1 reasonable defence costs (including cost of appeal) incurred with their prior written agreement to defend a claim made against the Insured in a competent Court in the Insured's jurisdiction, including claimant's costs, up to the sum insured shown in the Risk Details. The Insured agrees that they will keep Insurers fully informed of the proceedings.

The most the Insurers will pay under this extension during the period of insurance is XXXXXXX.

This will be included and not in addition to the sum insured for physical loss or damage.

The Insurers are only liable to the extent that any other valid insurance would fail to cover any claim if this insurance had not been issued.

3 This extension does not cover any liability:

3.1 for physical loss of or physical damage to any work of art insured by this policy

3.2 where the defect or potential defect in or lack of title or potential lack of title or demand for restitution or repatriation was known to the Insured or could have been known by making reasonable and proper enquiries.

3.3 arising out of circumstances giving rise to a claim of which the Insured was aware prior to commencement of the period of insurance or prior to declaring the work of art to this policy.

3.4 for any other damages, interest or costs ordered by the Court or arising as a consequence of the legal process.

3.5 arising from payment or reimbursement by the Insured of any voluntary restitution or repatriation or similar payment.

This extension is subject to all the terms, conditions and exclusions of the policy.

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14 January 2026